



BOARD OF ESTIMATE AND CONTRACT

ROME, NEW YORK 13440-5815

Joseph R. Fusco, Jr., Mayor

John Mazzaferro, President of Common Council

Frank Tallarino, Commissioner of Public Works

Timothy A. Benedict, Corporation Counsel

David C. Nolan, Treasurer

**BOARD OF ESTIMATE AND CONTRACT MEETING
REGULAR SESSION**

**AUGUST 27, 2015
3:00PM**

- 1. CALLING THE ROLL OF MEMBERS BY THE CLERK**
- 2. READING OF THE MINUTES OF THE PRECEDING SESSION**
(Motion in order that the reading of the minutes of the proceeding sessions be dispensed with and that they be approved.)
- 3. COMMUNICATIONS**
- 4. PUBLIC SPEAKERS**
- 5. REPORT OF DEPARTMENT HEADS**
- 6. RESOLUTIONS**

RES. NO. 190

A

**AUTHORIZING THE MAYOR OF THE CITY OF ROME TO APPROVE
THE SALE OF CITY OWNED PARCEL LOCATED ON 739 CAMP STREET
TO BUYER. Domenico**

RES. NO. 191

B

**AUTHORIZING THE MAYOR OF THE CITY OF ROME TO APPROVE
THE SALE OF CITY OWNED PARCEL LOCATED ON 304 SAM STREET
TO BUYER. Domenico**

RES. NO. 192

C

**AUTHORIZING THE MAYOR OF THE CITY OF ROME TO ENTER INTO
REHABILITATION AGREEMENT WITH REGARD TO PROPERTY
LOCATED AT 8280 LINK ROAD ROME, NEW YORK. Domenico**

RES. NO. 193

D

**AUTHORIZING THE MAYOR OF THE CITY OF ROME TO ENTER INTO
REHABILITATION AGREEMENT WITH REGARD TO PROPERTY
LOCATED AT 1817 N. JAMES STREET ROME, NEW YORK. Domenico**

RES. NO. 194

E

**AUTHORIZING THE MAYOR OF THE CITY OF ROME TO ENTER INTO
REHABILITATION AGREEMENT WITH REGARD TO PROPERTY
LOCATED AT 711 N. JAY STREET ROME, NEW YORK. Domenico**

RES. NO. 195

F

**AUTHORIZING THE MAYOR OF THE CITY OF ROME TO ENTER INTO
REHABILITATION AGREEMENT WITH REGARD TO PROPERTY
LOCATED AT 618 PARRY STREET ROME, NEW YORK. Domenico**

RES. NO. 196

G

**AUTHORIZING THE MAYOR OF THE CITY OF ROME TO ENTER INTO
REHABILITATION AGREEMENT WITH REGARD TO PROPERTY
LOCATED AT 807 ELM STREET ROME, NEW YORK. Domenico**

RES. NO. 197

H

**AUTHORIZING THE MAYOR OF THE CITY OF ROME TO ENTER INTO
REHABILITATION AGREEMENT WITH REGARD TO PROPERTY
LOCATED AT 721 W. DOMINICK STREET ROME, NEW YORK. Domenico**

RES. NO. 198

I

**AUTHORIZING THE MAYOR OF THE CITY OF ROME TO ENTER INTO
REHABILITATION AGREEMENT WITH REGARD TO PROPERTY
LOCATED AT 729 CALVERT STREET ROME, NEW YORK. Domenico**

RES. NO. 199

J

AUTHORIZING THE MAYOR OF THE CITY OF ROME TO ENTER INTO REHABILITATION AGREEMENT WITH REGARD TO PROPERTY LOCATED AT 203 N. GEORGE STREET ROME, NEW YORK. Domenico

RES. NO. 200

K

AUTHORIZING THE MAYOR OF THE CITY OF ROME TO ENTER INTO REHABILITATION AGREEMENT WITH REGARD TO PROPERTY LOCATED AT 514 N. MADISON STREET ROME, NEW YORK. Domenico

RES. NO. 201

L

AUTHORIZING THE MAYOR OF THE CITY OF ROME TO ENTER INTO REHABILITATION AGREEMENT WITH REGARD TO PROPERTY LOCATED AT 215 KOSSUTH STREET ROME, NEW YORK. Domenico

RES. NO. 202

M

AUTHORIZING THE MAYOR OF THE CITY OF ROME TO ENTER INTO REHABILITATION AGREEMENT WITH REGARD TO PROPERTY LOCATED AT 201 KOSSUTH STREET AND 604 W. LIBERTY Domenico

RES. NO. 203

N

AUTHORIZING THE MAYOR OF THE CITY OF ROME TO ENTER INTO VARIOUS LEASE AGREEMENTS WITH TENANTS OF PARK DRIVE ESTATES. Benedict

RES. NO. 204

O

RESCINDING PREVIOUS BOARD OF ESTIMATE AND CONTRACT RESOLUTION NO. 140 PERTAINING TO THE SALE OF CITY OWNED PARCEL LOCATED ON 404 DEPEYSTER STREET TO BUYER. Domenico

RES. NO. 205

P

AUTHORIZING BUDGETARY TRANSFER. Tallarino

RES. NO. 206

Q

AUTHORIZING THE DELETION OF ONE POSITION OF SENIOR TYPIST AND THE CREATION OF ONE POSITION OF PLANNING AIDE WITHIN THE DEPARTMENT OF COMMUNITY AND ECONOMIC DEVELOPMENT. DiBari

RES. NO. 207

R

AUTHORIZING THE DELETION OF TWO POSITIONS OF LABORER AND THE CREATION OF TWO POSITIONS OF MECHANICAL EQUIPMENT OPERATORS WITHIN THE DEPARTMENT OF CITY YARD. Tallarino

RES. NO. 208

S

AUTHORIZING THE DELETION OF SENIOR TAX CLERK AND THE CREATION OF TWO POSITIONS OF TAX CLERK WITHIN THE TREASURER'S OFFICE. Nolan

RES. NO. 209

T

AUTHORIZING THE MAYOR OF THE CITY OF ROME TO ENTER INTO AN AGREEMENT WITH MOHAWK VALLEY COMMUNITY ACTION WHEREBY THE CITY OF ROME FIRE DEPARTMENT WILL PROVIDE A FIRE PREVENTION TRAINING PROGRAM. Brement

RES. NO. 210

U

AUTHORIZING CHANGE ORDER NO. 1 TO CONTRACT WITH D.H. SMITH, INC., PURSUANT TO BOARD OF ESTIMATE AND CONTRACT RESOLUTION NO. 179 ADOPTED AUGUST 13, 2015, RELATIVE TO PREVENTATIVE MAINTENANCE OF THE BLOOMFIELD STREET BRIDGE OVER THE MOHAWK RIVER Tallarino

RES. NO. 211

V

AUTHORIZING AN AGREEMENT WITH THOMSON REUTERS FOR LAW OFFICE WEST LAW LEGAL RESEARCH SERVICES. Benedict

RES. NO. 212

X

AUTHORIZING THE MAYOR TO EXECUTE COLLECTIVE BARGAINING AGREEMENT WITH THE CIVIL SERVICES EMPLOYEES ASSOCIATION, INC. (CSEA), LOCAL 1000, AFSCME, AFL-CIO FOR THE YEARS 2015 THROUGH 2017 Benedict

7. TABLED RESOLUTION

RES. NO. 178

C

Tabled

AUTHORIZING THE MAYOR TO ENTER INTO A LEASE AGREEMENT WITH THE ROME ART AND COMMUNITY CENTER FOR CITY-OWNED PROPERTY LOCATED AT 308 WEST BLOOMFIELD STREET ROME, NEW YORK. Tallarino

RES. NO. 182

G

Tabled

AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH TROY AND BANKS. Lovett

8. ADJOURNMENT

RESOLUTION NO. 190

AUTHORIZING THE MAYOR OF THE CITY OF ROME TO APPROVE
THE SALE OF CITY OWNED PARCEL LOCATED ON
739 CAMP STREET TO BUYER.

By _____:

WHEREAS, Rome City Charter Section 33(3) states that a sale of real estate shall not be valid or take effect unless approved by the Board of Estimate and Contract of the City of Rome; and

WHEREAS, as a result of tax sale, certain city owned parcels of land are in the City's possession and the City desires to sell and convey said real property to a responsible buyer; and

WHEREAS, the property is currently in compliance with the Rome Code of Ordinances and therefore there is no need for a rehabilitation agreement, now, therefore,

BE IT RESOLVED, that the Mayor of the City of Rome is authorized to convey certain parcels of land with the buyer listed in Exhibit A for the direct sale of the real property listed in Exhibit A; and

BE IT FURTHER RESOLVED, by the Board of Estimate and Contract of the City of Rome that it approves and confirms the sale and conveyance of the real property listed in Exhibit A to the buyer listed in Exhibit A for the monetary consideration listed in Exhibit A, said conveyance to take place following the contingencies hereinafter set forth; and

BE IT FURTHER RESOLVED, that this authorization is contingent upon the buyer having completed this transaction by rendering any payment in full to the City of Rome within forty-five (45) days following receipt and review of copies of the proposed transfer documents pursuant to this sale; and

BE IT FURTHER RESOLVED, that the real property shall at no point in time be sold, transferred, titled or conveyed to any person who was a record owner and/or mortgagor of the property within the five (5) year period immediately preceding the date on which the property was taken by the City of Rome for non-payment of taxes. If such prohibited conveyance shall be made by any party in the succeeding chain of title, then immediately thereon (a) this conveyance shall become null and void to the buyer, his successors and/or assigns, and (b) the title to the above premises shall revert back to the City of Rome.

Seconded by _____.

AYES & NAYS: Mayor Fusco _____ Mazzaferro _____ Tallarino _____
Benedict _____ Nolan _____

ADOPTED:

DEFEATED:

EXHIBIT "A"

TAX MAP NO. 242.006-0006-054

PROPERTY ADDRESS: 739 Camp Street

CONSIDERATION: \$750.00

BUYER: Nicolas Scholl

RESOLUTION NO. 191

AUTHORIZING THE MAYOR OF THE CITY OF ROME TO APPROVE
THE SALE OF CITY OWNED PARCEL LOCATED ON
304 SAM STREET TO BUYER.

By _____:

WHEREAS, Rome City Charter Section 33(3) states that a sale of real estate shall not be valid or take effect unless approved by the Board of Estimate and Contract of the City of Rome; and

WHEREAS, as a result of tax sale, certain city owned parcels of land are in the City's possession and the City desires to sell and convey said real property to a responsible buyer; and

WHEREAS, the property is currently in compliance with the Rome Code of Ordinances and therefore there is no need for a rehabilitation agreement, now, therefore,

BE IT RESOLVED, that the Mayor of the City of Rome is authorized to convey certain parcels of land with the buyer listed in Exhibit A for the direct sale of the real property listed in Exhibit A; and

BE IT FURTHER RESOLVED, by the Board of Estimate and Contract of the City of Rome that it approves and confirms the sale and conveyance of the real property listed in Exhibit A to the buyer listed in Exhibit A for the monetary consideration listed in Exhibit A, said conveyance to take place following the contingencies hereinafter set forth; and

BE IT FURTHER RESOLVED, that this authorization is contingent upon the buyer having completed this transaction by rendering any payment in full to the City of Rome within forty-five (45) days following receipt and review of copies of the proposed transfer documents pursuant to this sale; and

BE IT FURTHER RESOLVED, that the real property shall at no point in time be sold, transferred, titled or conveyed to any person who was a record owner and/or mortgagor of the property within the five (5) year period immediately preceding the date on which the property was taken by the City of Rome for non-payment of taxes. If such prohibited conveyance shall be made by any party in the succeeding chain of title, then immediately thereon (a) this conveyance shall become null and void to the buyer, his successors and/or assigns, and (b) the title to the above premises shall revert back to the City of Rome.

Seconded by _____.

AYES & NAYS: Mayor Fusco _____ Mazzaferro _____ Tallarino _____
Benedict _____ Nolan _____

ADOPTED:

DEFEATED:

EXHIBIT "A"

TAX MAP NO. 242.006-0002-013.001
PROPERTY ADDRESS: 304 Sam Street
CONSIDERATION: \$28,700.00
BUYER: Yvonne Walseman

RESOLUTION NO. 192

AUTHORIZING THE MAYOR OF THE CITY OF ROME TO ENTER INTO
REHABILITATION AGREEMENT WITH REGARD TO PROPERTY LOCATED AT
8280 LINK ROAD ROME, NEW YORK.

By _____:

WHEREAS, Rome City Charter Title A, Section 33 states that a sale of real estate shall not be valid or take effect unless approved by the Board of Estimate and Contract of the City of Rome; and

WHEREAS, a certain city owned parcel of land is in need of rehabilitation and the City desires to sell and convey said real property to buyer, and obtain a written guarantee from the buyer that he will perform and accomplish the necessary rehabilitation within the agreed upon time frame of six (6) months from the date said rehabilitation agreement is executed; now, therefore,

BE IT RESOLVED, that the Mayor of the City of Rome is authorized to enter into a Rehabilitation Agreement, prepared and approved by the City of Rome Corporation Counsel and the City of Rome Codes Enforcement Officer, for property located at 8280 Link Road (Tax Map No. 204.000-0001-011) with Salvatore Martelli for the rehabilitation of said property located at 8280 Link Road (Tax Map No. 204.000-0001-011); and

BE IT FURTHER RESOLVED, by the Board of Estimate and Contract of the City of Rome that it approves and confirms the sale and conveyance of the property located at 8280 Link Road (Tax Map No. 204.000-0001-011), in consideration of the performance of a Rehabilitation Agreement for said property, and for the sum of Nine Thousand and 00/100 Dollars (\$9,000.00), said conveyance to take place following the contingencies hereinafter set forth; and

BE IT FURTHER RESOLVED, that this authorization is contingent upon the execution by the buyer of the Rehabilitation Agreement within thirty days of the adoption of this Resolution; and

BE IT FURTHER RESOLVED, that subsequent to the execution of the Rehabilitation Agreement, this authorization is further contingent upon the granting of a written certification by the City of Rome Codes Enforcement Officer, stating that he has inspected the properties and that the buyer has completed all necessary rehabilitation in the time period required by the agreement; and

BE IT FURTHER RESOLVED, that upon receipt of the written certification from the Codes Enforcement Officer, the Mayor is hereby authorized to execute any and all deeds or other documents necessary to complete the transfer of title of said parcel of land; and

BE IT FURTHER RESOLVED, that this authorization is contingent upon the buyer having completed this transaction by rendering payment in full to the City of Rome within forty-five (45) days following receipt and review of copies of the proposed transfer documents pursuant to this sale; and

BE IT FURTHER RESOLVED, that the real property shall at no point in time be sold, transferred, titled or conveyed to any person who was a record owner and/or mortgagor of the property within the five (5) year period immediately preceding the date on which the property was taken by the City of Rome for non-payment of taxes. If such prohibited conveyance shall be made by any party in the succeeding chain of title, then immediately thereon (a) this conveyance shall become null and void to the buyer, his successors and/or assigns, and (b) the title to the above premises shall revert back to the City of Rome.

Seconded by _____.

AYES & NAYS: Mayor Fusco _____ Mazzaferro _____ Tallarino _____
Benedict _____ Nolan _____

ADOPTED:

DEFEATED:

RESOLUTION NO. 193

AUTHORIZING THE MAYOR OF THE CITY OF ROME TO ENTER INTO
REHABILITATION AGREEMENT WITH REGARD TO PROPERTY LOCATED AT
1817 N. JAMES STREET ROME, NEW YORK.

By _____:

WHEREAS, Rome City Charter Title A, Section 33 states that a sale of real estate shall not be valid or take effect unless approved by the Board of Estimate and Contract of the City of Rome; and

WHEREAS, a certain city owned parcel of land is in need of rehabilitation and the City desires to sell and convey said real property to buyer, and obtain a written guarantee from the buyer that he will perform and accomplish the necessary rehabilitation within the agreed upon time frame of nine (9) months from the date said rehabilitation agreement is executed; now, therefore,

BE IT RESOLVED, that the Mayor of the City of Rome is authorized to enter into a Rehabilitation Agreement, prepared and approved by the City of Rome Corporation Counsel and the City of Rome Codes Enforcement Officer, for property located at 1817 N. James Street (Tax Map No. 224.009-0001-031) with Paul & Tracy Rosati for the rehabilitation of said property located at 1817 N. James Street (Tax Map No. 224.009-0001-031); and

BE IT FURTHER RESOLVED, by the Board of Estimate and Contract of the City of Rome that it approves and confirms the sale and conveyance of the property located at 1817 N. James Street (Tax Map No. 224.009-0001-031), in consideration of the performance of a Rehabilitation Agreement for said property, and for the sum of Thirty Eight Thousand and 00/100 Dollars (\$38,000.00), said conveyance to take place following the contingencies hereinafter set forth; and

BE IT FURTHER RESOLVED, that this authorization is contingent upon the execution by the buyer of the Rehabilitation Agreement within thirty days of the adoption of this Resolution; and

BE IT FURTHER RESOLVED, that subsequent to the execution of the Rehabilitation Agreement, this authorization is further contingent upon the granting of a written certification by the City of Rome Codes Enforcement Officer, stating that he has inspected the properties and that the buyer has completed all necessary rehabilitation in the time period required by the agreement; and

BE IT FURTHER RESOLVED, that upon receipt of the written certification from the Codes Enforcement Officer, the Mayor is hereby authorized to execute any and all deeds or other documents necessary to complete the transfer of title of said parcel of land;

and

BE IT FURTHER RESOLVED, that this authorization is contingent upon the buyer having completed this transaction by rendering payment in full to the City of Rome within forty-five (45) days following receipt and review of copies of the proposed transfer documents pursuant to this sale; and

BE IT FURTHER RESOLVED, that the real property shall at no point in time be sold, transferred, titled or conveyed to any person who was a record owner and/or mortgagor of the property within the five (5) year period immediately preceding the date on which the property was taken by the City of Rome for non-payment of taxes. If such prohibited conveyance shall be made by any party in the succeeding chain of title, then immediately thereon (a) this conveyance shall become null and void to the buyer, his successors and/or assigns, and (b) the title to the above premises shall revert back to the City of Rome.

Seconded by _____.

AYES & NAYS: Mayor Fusco _____ Mazzaferro _____ Tallarino _____
Benedict _____ Nolan _____

ADOPTED:

DEFEATED:

RESOLUTION NO. 194

AUTHORIZING THE MAYOR OF THE CITY OF ROME TO ENTER INTO
REHABILITATION AGREEMENT WITH REGARD TO PROPERTY LOCATED AT
711 N. JAY STREET ROME, NEW YORK.

By _____:

WHEREAS, Rome City Charter Title A, Section 33 states that a sale of real estate shall not be valid or take effect unless approved by the Board of Estimate and Contract of the City of Rome; and

WHEREAS, a certain city owned parcel of land is in need of rehabilitation and the City desires to sell and convey said real property to buyer, and obtain a written guarantee from the buyer that he will perform and accomplish the necessary rehabilitation within the agreed upon time frame of five (5) months from the date said rehabilitation agreement is executed; now, therefore,

BE IT RESOLVED, that the Mayor of the City of Rome is authorized to enter into a Rehabilitation Agreement, prepared and approved by the City of Rome Corporation Counsel and the City of Rome Codes Enforcement Officer, for property located at 711 N. Jay Street (Tax Map No. 223.019-0004-064) with Mark Money for the rehabilitation of said property located at 711 N. Jay Street (Tax Map No. 223.019-0004-064); and

BE IT FURTHER RESOLVED, by the Board of Estimate and Contract of the City of Rome that it approves and confirms the sale and conveyance of the property located at 711 N. Jay Street (Tax Map No. 223.019-0004-064), in consideration of the performance of a Rehabilitation Agreement for said property, and for the sum of Ten Thousand Eight Hundred Sixty Five and 00/100 Dollars (\$10,865.00), said conveyance to take place following the contingencies hereinafter set forth; and

BE IT FURTHER RESOLVED, that this authorization is contingent upon the execution by the buyer of the Rehabilitation Agreement within thirty days of the adoption of this Resolution; and

BE IT FURTHER RESOLVED, that subsequent to the execution of the Rehabilitation Agreement, this authorization is further contingent upon the granting of a written certification by the City of Rome Codes Enforcement Officer, stating that he has inspected the properties and that the buyer has completed all necessary rehabilitation in the time period required by the agreement; and

BE IT FURTHER RESOLVED, that upon receipt of the written certification from the Codes Enforcement Officer, the Mayor is hereby authorized to execute any and all deeds or other documents necessary to complete the transfer of title of said parcel of land;

and

BE IT FURTHER RESOLVED, that this authorization is contingent upon the buyer having completed this transaction by rendering payment in full to the City of Rome within forty-five (45) days following receipt and review of copies of the proposed transfer documents pursuant to this sale; and

BE IT FURTHER RESOLVED, that the real property shall at no point in time be sold, transferred, titled or conveyed to any person who was a record owner and/or mortgagor of the property within the five (5) year period immediately preceding the date on which the property was taken by the City of Rome for non-payment of taxes. If such prohibited conveyance shall be made by any party in the succeeding chain of title, then immediately thereon (a) this conveyance shall become null and void to the buyer, his successors and/or assigns, and (b) the title to the above premises shall revert back to the City of Rome.

Seconded by _____.

AYES & NAYS: Mayor Fusco _____ Mazzaferro _____ Tallarino _____
Benedict _____ Nolan _____

ADOPTED:

DEFEATED:

RESOLUTION NO. 195

AUTHORIZING THE MAYOR OF THE CITY OF ROME TO ENTER INTO
REHABILITATION AGREEMENT WITH REGARD TO PROPERTY LOCATED AT
618 PARRY STREET ROME, NEW YORK.

By _____:

WHEREAS, Rome City Charter Title A, Section 33 states that a sale of real estate shall not be valid or take effect unless approved by the Board of Estimate and Contract of the City of Rome; and

WHEREAS, a certain city owned parcel of land is in need of rehabilitation and the City desires to sell and convey said real property to buyer, and obtain a written guarantee from the buyer that he will perform and accomplish the necessary rehabilitation within the agreed upon time frame of twelve (12) months from the date said rehabilitation agreement is executed; now, therefore,

BE IT RESOLVED, that the Mayor of the City of Rome is authorized to enter into a Rehabilitation Agreement, prepared and approved by the City of Rome Corporation Counsel and the City of Rome Codes Enforcement Officer, for property located at 618 Parry Street (Tax Map No. 242.035-0003-029) with Ben Salloum for the rehabilitation of said property located at 618 Parry Street (Tax Map No. 242.035-0003-029); and

BE IT FURTHER RESOLVED, by the Board of Estimate and Contract of the City of Rome that it approves and confirms the sale and conveyance of the property located at 618 Parry Street (Tax Map No. 242.035-0003-029), in consideration of the performance of a Rehabilitation Agreement for said property, and for the sum of Eight Thousand Three Hundred and 00/100 Dollars (\$8,300.00), said conveyance to take place following the contingencies hereinafter set forth; and

BE IT FURTHER RESOLVED, that this authorization is contingent upon the execution by the buyer of the Rehabilitation Agreement within thirty days of the adoption of this Resolution; and

BE IT FURTHER RESOLVED, that subsequent to the execution of the Rehabilitation Agreement, this authorization is further contingent upon the granting of a written certification by the City of Rome Codes Enforcement Officer, stating that he has inspected the properties and that the buyer has completed all necessary rehabilitation in the time period required by the agreement; and

BE IT FURTHER RESOLVED, that upon receipt of the written certification from the Codes Enforcement Officer, the Mayor is hereby authorized to execute any and all deeds or other documents necessary to complete the transfer of title of said parcel of land;

and

BE IT FURTHER RESOLVED, that this authorization is contingent upon the buyer having completed this transaction by rendering payment in full to the City of Rome within forty-five (45) days following receipt and review of copies of the proposed transfer documents pursuant to this sale; and

BE IT FURTHER RESOLVED, that the real property shall at no point in time be sold, transferred, titled or conveyed to any person who was a record owner and/or mortgagor of the property within the five (5) year period immediately preceding the date on which the property was taken by the City of Rome for non-payment of taxes. If such prohibited conveyance shall be made by any party in the succeeding chain of title, then immediately thereon (a) this conveyance shall become null and void to the buyer, his successors and/or assigns, and (b) the title to the above premises shall revert back to the City of Rome.

Seconded by _____.

AYES & NAYS: Mayor Fusco _____ Mazzaferro _____ Tallarino _____
Benedict _____ Nolan _____

ADOPTED:

DEFEATED:

RESOLUTION NO. 196

AUTHORIZING THE MAYOR OF THE CITY OF ROME TO ENTER INTO
REHABILITATION AGREEMENT WITH REGARD TO PROPERTY LOCATED AT
807 ELM STREET ROME, NEW YORK.

By _____:

WHEREAS, Rome City Charter Title A, Section 33 states that a sale of real estate shall not be valid or take effect unless approved by the Board of Estimate and Contract of the City of Rome; and

WHEREAS, a certain city owned parcel of land is in need of rehabilitation and the City desires to sell and convey said real property to buyer, and obtain a written guarantee from the buyer that he will perform and accomplish the necessary rehabilitation within the agreed upon time frame of two (2) months from the date said rehabilitation agreement is executed; now, therefore,

BE IT RESOLVED, that the Mayor of the City of Rome is authorized to enter into a Rehabilitation Agreement, prepared and approved by the City of Rome Corporation Counsel and the City of Rome Codes Enforcement Officer, for property located at 807 Elm Street (Tax Map No. 223.019-0001-008) with Adam Vienneau for the rehabilitation of said property located at 807 Elm Street (Tax Map No. 223.019-0001-008); and

BE IT FURTHER RESOLVED, by the Board of Estimate and Contract of the City of Rome that it approves and confirms the sale and conveyance of the property located at 807 Elm Street (Tax Map No. 223.019-0001-008), in consideration of the performance of a Rehabilitation Agreement for said property, and for the sum of Fourteen Thousand and 00/100 Dollars (\$14,000.00), said conveyance to take place following the contingencies hereinafter set forth; and

BE IT FURTHER RESOLVED, that this authorization is contingent upon the execution by the buyer of the Rehabilitation Agreement within thirty days of the adoption of this Resolution; and

BE IT FURTHER RESOLVED, that subsequent to the execution of the Rehabilitation Agreement, this authorization is further contingent upon the granting of a written certification by the City of Rome Codes Enforcement Officer, stating that he has inspected the properties and that the buyer has completed all necessary rehabilitation in the time period required by the agreement; and

BE IT FURTHER RESOLVED, that upon receipt of the written certification from the Codes Enforcement Officer, the Mayor is hereby authorized to execute any and all deeds or other documents necessary to complete the transfer of title of said parcel of land;

and

BE IT FURTHER RESOLVED, that this authorization is contingent upon the buyer having completed this transaction by rendering payment in full to the City of Rome within forty-five (45) days following receipt and review of copies of the proposed transfer documents pursuant to this sale; and

BE IT FURTHER RESOLVED, that the real property shall at no point in time be sold, transferred, titled or conveyed to any person who was a record owner and/or mortgagor of the property within the five (5) year period immediately preceding the date on which the property was taken by the City of Rome for non-payment of taxes. If such prohibited conveyance shall be made by any party in the succeeding chain of title, then immediately thereon (a) this conveyance shall become null and void to the buyer, his successors and/or assigns, and (b) the title to the above premises shall revert back to the City of Rome.

Seconded by _____.

AYES & NAYS: Mayor Fusco _____ Mazzaferro _____ Tallarino _____
Benedict _____ Nolan _____

ADOPTED:

DEFEATED:

RESOLUTION NO. 197

AUTHORIZING THE MAYOR OF THE CITY OF ROME TO ENTER INTO
REHABILITATION AGREEMENT WITH REGARD TO PROPERTY LOCATED AT
721 W. DOMINICK STREET ROME, NEW YORK.

By _____:

WHEREAS, Rome City Charter Title A, Section 33 states that a sale of real estate shall not be valid or take effect unless approved by the Board of Estimate and Contract of the City of Rome; and

WHEREAS, a certain city owned parcel of land is in need of rehabilitation and the City desires to sell and convey said real property to buyer, and obtain a written guarantee from the buyer that he will perform and accomplish the necessary rehabilitation within the agreed upon time frame of six (6) months from the date said rehabilitation agreement is executed; now, therefore,

BE IT RESOLVED, that the Mayor of the City of Rome is authorized to enter into a Rehabilitation Agreement, prepared and approved by the City of Rome Corporation Counsel and the City of Rome Codes Enforcement Officer, for property located at 721 W. Dominick Street (Tax Map No. 242.006-0005-020) with Brian McGowan for the rehabilitation of said property located at 721 W. Dominick Street (Tax Map No. 242.006-0005-020); and

BE IT FURTHER RESOLVED, by the Board of Estimate and Contract of the City of Rome that it approves and confirms the sale and conveyance of the property located at 721 W. Dominick Street (Tax Map No. 242.006-0005-020), in consideration of the performance of a Rehabilitation Agreement for said property, and for the sum of Twelve Thousand Four Hundred Fifty Five and 00/100 Dollars (\$12,455.00), said conveyance to take place following the contingencies hereinafter set forth; and

BE IT FURTHER RESOLVED, that this authorization is contingent upon the execution by the buyer of the Rehabilitation Agreement within thirty days of the adoption of this Resolution; and

BE IT FURTHER RESOLVED, that subsequent to the execution of the Rehabilitation Agreement, this authorization is further contingent upon the granting of a written certification by the City of Rome Codes Enforcement Officer, stating that he has inspected the properties and that the buyer has completed all necessary rehabilitation in the time period required by the agreement; and

BE IT FURTHER RESOLVED, that upon receipt of the written certification from the Codes Enforcement Officer, the Mayor is hereby authorized to execute any and all deeds or other documents necessary to complete the transfer of title of said parcel of land;

and

BE IT FURTHER RESOLVED, that this authorization is contingent upon the buyer having completed this transaction by rendering payment in full to the City of Rome within forty-five (45) days following receipt and review of copies of the proposed transfer documents pursuant to this sale; and

BE IT FURTHER RESOLVED, that the real property shall at no point in time be sold, transferred, titled or conveyed to any person who was a record owner and/or mortgagor of the property within the five (5) year period immediately preceding the date on which the property was taken by the City of Rome for non-payment of taxes. If such prohibited conveyance shall be made by any party in the succeeding chain of title, then immediately thereon (a) this conveyance shall become null and void to the buyer, his successors and/or assigns, and (b) the title to the above premises shall revert back to the City of Rome.

Seconded by _____.

AYES & NAYS: Mayor Fusco _____ Mazzaferro _____ Tallarino _____
Benedict _____ Nolan _____

ADOPTED:

DEFEATED:

RESOLUTION NO. 198

AUTHORIZING THE MAYOR OF THE CITY OF ROME TO ENTER INTO
REHABILITATION AGREEMENT WITH REGARD TO PROPERTY LOCATED AT
729 CALVERT STREET ROME, NEW YORK.

By _____:

WHEREAS, Rome City Charter Title A, Section 33 states that a sale of real estate shall not be valid or take effect unless approved by the Board of Estimate and Contract of the City of Rome; and

WHEREAS, a certain city owned parcel of land is in need of rehabilitation and the City desires to sell and convey said real property to buyer, and obtain a written guarantee from the buyer that he will perform and accomplish the necessary rehabilitation within the agreed upon time frame of six (6) months from the date said rehabilitation agreement is executed; now, therefore,

BE IT RESOLVED, that the Mayor of the City of Rome is authorized to enter into a Rehabilitation Agreement, prepared and approved by the City of Rome Corporation Counsel and the City of Rome Codes Enforcement Officer, for property located at 729 Calvert Street (Tax Map No. 242.006-0005-073) with Teresa Coss for the rehabilitation of said property located at 729 Calvert Street (Tax Map No. 242.006-0005-073); and

BE IT FURTHER RESOLVED, by the Board of Estimate and Contract of the City of Rome that it approves and confirms the sale and conveyance of the property located at 729 Calvert Street (Tax Map No. 242.006-0005-073), in consideration of the performance of a Rehabilitation Agreement for said property, and for the sum of Three Thousand and 00/100 Dollars (\$3,000.00), said conveyance to take place following the contingencies hereinafter set forth; and

BE IT FURTHER RESOLVED, that this authorization is contingent upon the execution by the buyer of the Rehabilitation Agreement within thirty days of the adoption of this Resolution; and

BE IT FURTHER RESOLVED, that subsequent to the execution of the Rehabilitation Agreement, this authorization is further contingent upon the granting of a written certification by the City of Rome Codes Enforcement Officer, stating that he has inspected the properties and that the buyer has completed all necessary rehabilitation in the time period required by the agreement; and

BE IT FURTHER RESOLVED, that upon receipt of the written certification from the Codes Enforcement Officer, the Mayor is hereby authorized to execute any and all deeds or other documents necessary to complete the transfer of title of said parcel of land;

and

BE IT FURTHER RESOLVED, that this authorization is contingent upon the buyer having completed this transaction by rendering payment in full to the City of Rome within forty-five (45) days following receipt and review of copies of the proposed transfer documents pursuant to this sale; and

BE IT FURTHER RESOLVED, that the real property shall at no point in time be sold, transferred, titled or conveyed to any person who was a record owner and/or mortgagor of the property within the five (5) year period immediately preceding the date on which the property was taken by the City of Rome for non-payment of taxes. If such prohibited conveyance shall be made by any party in the succeeding chain of title, then immediately thereon (a) this conveyance shall become null and void to the buyer, his successors and/or assigns, and (b) the title to the above premises shall revert back to the City of Rome.

Seconded by _____.

AYES & NAYS: Mayor Fusco _____ Mazzaferro _____ Tallarino _____
Benedict _____ Nolan _____

ADOPTED:

DEFEATED:

RESOLUTION NO. 199

AUTHORIZING THE MAYOR OF THE CITY OF ROME TO ENTER INTO
REHABILITATION AGREEMENT WITH REGARD TO PROPERTY LOCATED AT
203 N. GEORGE STREET ROME, NEW YORK.

By _____:

WHEREAS, Rome City Charter Title A, Section 33 states that a sale of real estate shall not be valid or take effect unless approved by the Board of Estimate and Contract of the City of Rome; and

WHEREAS, a certain city owned parcel of land is in need of rehabilitation and the City desires to sell and convey said real property to buyer, and obtain a written guarantee from the buyer that he will perform and accomplish the necessary rehabilitation within the agreed upon time frame of one (1) month from the date said rehabilitation agreement is executed; now, therefore,

BE IT RESOLVED, that the Mayor of the City of Rome is authorized to enter into a Rehabilitation Agreement, prepared and approved by the City of Rome Corporation Counsel and the City of Rome Codes Enforcement Officer, for property located at 203 N. George Street (Tax Map No. 242.041-0003-024) with Luann Boone-Isherwood for the rehabilitation of said property located at 203 N. George Street (Tax Map No. 242.041-0003-024); and

BE IT FURTHER RESOLVED, by the Board of Estimate and Contract of the City of Rome that it approves and confirms the sale and conveyance of the property located at 203 N. George Street (Tax Map No. 242.041-0003-024), in consideration of the performance of a Rehabilitation Agreement for said property, and for the sum of Seven Thousand Five Hundred and 00/100 Dollars (\$7,500.00), said conveyance to take place following the contingencies hereinafter set forth; and

BE IT FURTHER RESOLVED, that this authorization is contingent upon the execution by the buyer of the Rehabilitation Agreement within thirty days of the adoption of this Resolution; and

BE IT FURTHER RESOLVED, that subsequent to the execution of the Rehabilitation Agreement, this authorization is further contingent upon the granting of a written certification by the City of Rome Codes Enforcement Officer, stating that he has inspected the properties and that the buyer has completed all necessary rehabilitation in the time period required by the agreement; and

BE IT FURTHER RESOLVED, that upon receipt of the written certification from the Codes Enforcement Officer, the Mayor is hereby authorized to execute any and all deeds or other documents necessary to complete the transfer of title of said parcel of land;

and

BE IT FURTHER RESOLVED, that this authorization is contingent upon the buyer having completed this transaction by rendering payment in full to the City of Rome within forty-five (45) days following receipt and review of copies of the proposed transfer documents pursuant to this sale; and

BE IT FURTHER RESOLVED, that the real property shall at no point in time be sold, transferred, titled or conveyed to any person who was a record owner and/or mortgagor of the property within the five (5) year period immediately preceding the date on which the property was taken by the City of Rome for non-payment of taxes. If such prohibited conveyance shall be made by any party in the succeeding chain of title, then immediately thereon (a) this conveyance shall become null and void to the buyer, his successors and/or assigns, and (b) the title to the above premises shall revert back to the City of Rome.

Seconded by _____.

AYES & NAYS: Mayor Fusco _____ Mazzaferro _____ Tallarino _____
Benedict _____ Nolan _____

ADOPTED:

DEFEATED:

RESOLUTION NO. 200

AUTHORIZING THE MAYOR OF THE CITY OF ROME TO ENTER INTO
REHABILITATION AGREEMENT WITH REGARD TO PROPERTY LOCATED AT
514 N. MADISON STREET ROME, NEW YORK.

By _____:

WHEREAS, Rome City Charter Title A, Section 33 states that a sale of real estate shall not be valid or take effect unless approved by the Board of Estimate and Contract of the City of Rome; and

WHEREAS, a certain city owned parcel of land is in need of rehabilitation and the City desires to sell and convey said real property to buyer, and obtain a written guarantee from the buyer that he will perform and accomplish the necessary rehabilitation within the agreed upon time frame of twelve (12) months from the date said rehabilitation agreement is executed; now, therefore,

BE IT RESOLVED, that the Mayor of the City of Rome is authorized to enter into a Rehabilitation Agreement, prepared and approved by the City of Rome Corporation Counsel and the City of Rome Codes Enforcement Officer, for property located at 514 N. Madison Street (Tax Map No. 242.026-0001-056) with Ben Salloum for the rehabilitation of said property located at 514 N. Madison (Tax Map No. 242.026-0001-056); and

BE IT FURTHER RESOLVED, by the Board of Estimate and Contract of the City of Rome that it approves and confirms the sale and conveyance of the property located at 514 N. Madison Street (Tax Map No. 242.026-0001-056), in consideration of the performance of a Rehabilitation Agreement for said property, and for the sum of Five Thousand Six Hundred and 00/100 Dollars (\$5,600.00), said conveyance to take place following the contingencies hereinafter set forth; and

BE IT FURTHER RESOLVED, that this authorization is contingent upon the execution by the buyer of the Rehabilitation Agreement within thirty days of the adoption of this Resolution; and

BE IT FURTHER RESOLVED, that subsequent to the execution of the Rehabilitation Agreement, this authorization is further contingent upon the granting of a written certification by the City of Rome Codes Enforcement Officer, stating that he has inspected the properties and that the buyer has completed all necessary rehabilitation in the time period required by the agreement; and

BE IT FURTHER RESOLVED, that upon receipt of the written certification from the Codes Enforcement Officer, the Mayor is hereby authorized to execute any and all deeds or other documents necessary to complete the transfer of title of said parcel of land;

and

BE IT FURTHER RESOLVED, that this authorization is contingent upon the buyer having completed this transaction by rendering payment in full to the City of Rome within forty-five (45) days following receipt and review of copies of the proposed transfer documents pursuant to this sale; and

BE IT FURTHER RESOLVED, that the real property shall at no point in time be sold, transferred, titled or conveyed to any person who was a record owner and/or mortgagor of the property within the five (5) year period immediately preceding the date on which the property was taken by the City of Rome for non-payment of taxes. If such prohibited conveyance shall be made by any party in the succeeding chain of title, then immediately thereon (a) this conveyance shall become null and void to the buyer, his successors and/or assigns, and (b) the title to the above premises shall revert back to the City of Rome.

Seconded by _____.

AYES & NAYS: Mayor Fusco _____ Mazzaferro _____ Tallarino _____
Benedict _____ Nolan _____

ADOPTED:

DEFEATED:

RESOLUTION NO. 201

AUTHORIZING THE MAYOR OF THE CITY OF ROME TO ENTER INTO
REHABILITATION AGREEMENT WITH REGARD TO PROPERTY LOCATED AT
215 KOSSUTH STREET ROME, NEW YORK.

By _____:

WHEREAS, Rome City Charter Title A, Section 33 states that a sale of real estate shall not be valid or take effect unless approved by the Board of Estimate and Contract of the City of Rome; and

WHEREAS, a certain city owned parcel of land is in need of rehabilitation and the City desires to sell and convey said real property to buyer, and obtain a written guarantee from the buyer that he will perform and accomplish the necessary rehabilitation within the agreed upon time frame of six (6) months from the date said rehabilitation agreement is executed; now, therefore,

BE IT RESOLVED, that the Mayor of the City of Rome is authorized to enter into a Rehabilitation Agreement, prepared and approved by the City of Rome Corporation Counsel and the City of Rome Codes Enforcement Officer, for property located at 215 Kossuth Street (Tax Map No. 242.006-0003-043) with Jeff Mower for the rehabilitation of said property located at 215 Kossuth Street (Tax Map No. 242.006-0003-043); and

BE IT FURTHER RESOLVED, by the Board of Estimate and Contract of the City of Rome that it approves and confirms the sale and conveyance of the property located at 215 Kossuth Street (Tax Map No. 242.006-0003-043), in consideration of the performance of a Rehabilitation Agreement for said property, and for the sum of Four Thousand Two Hundred and 00/100 Dollars (\$4,200.00), said conveyance to take place following the contingencies hereinafter set forth; and

BE IT FURTHER RESOLVED, that this authorization is contingent upon the execution by the buyer of the Rehabilitation Agreement within thirty days of the adoption of this Resolution; and

BE IT FURTHER RESOLVED, that subsequent to the execution of the Rehabilitation Agreement, this authorization is further contingent upon the granting of a written certification by the City of Rome Codes Enforcement Officer, stating that he has inspected the properties and that the buyer has completed all necessary rehabilitation in the time period required by the agreement; and

BE IT FURTHER RESOLVED, that upon receipt of the written certification from the Codes Enforcement Officer, the Mayor is hereby authorized to execute any and all deeds or other documents necessary to complete the transfer of title of said parcel of land;

and

BE IT FURTHER RESOLVED, that this authorization is contingent upon the buyer having completed this transaction by rendering payment in full to the City of Rome within forty-five (45) days following receipt and review of copies of the proposed transfer documents pursuant to this sale; and

BE IT FURTHER RESOLVED, that the real property shall at no point in time be sold, transferred, titled or conveyed to any person who was a record owner and/or mortgagor of the property within the five (5) year period immediately preceding the date on which the property was taken by the City of Rome for non-payment of taxes. If such prohibited conveyance shall be made by any party in the succeeding chain of title, then immediately thereon (a) this conveyance shall become null and void to the buyer, his successors and/or assigns, and (b) the title to the above premises shall revert back to the City of Rome.

Seconded by _____.

AYES & NAYS: Mayor Fusco _____ Mazzaferro _____ Tallarino _____
Benedict _____ Nolan _____

ADOPTED:

DEFEATED:

RESOLUTION NO. 202

AUTHORIZING THE MAYOR OF THE CITY OF ROME TO ENTER INTO
REHABILITATION AGREEMENT WITH REGARD TO PROPERTY LOCATED AT
201 KOSSUTH STREET AND 604 W. LIBERTY

By _____:

WHEREAS, Rome City Charter Title A, Section 33 states that a sale of real estate shall not be valid or take effect unless approved by the Board of Estimate and Contract of the City of Rome; and

WHEREAS, a certain city owned parcel of land is in need of rehabilitation and the City desires to sell and convey said real property to buyer, and obtain a written guarantee from the buyer that he will perform and accomplish the necessary rehabilitation within the agreed upon time frame of twelve (12) months from the date said rehabilitation agreement is executed; now, therefore,

BE IT RESOLVED, that the Mayor of the City of Rome is authorized to enter into a Rehabilitation Agreement, prepared and approved by the City of Rome Corporation Counsel and the City of Rome Codes Enforcement Officer, for property located at 201 Kossuth Street and 604 W. Liberty Street, Rome, New York with Tammy Schmalz for the rehabilitation of said properties located at 201 Kossuth Street, Rome, New York, known as Tax Map No. 242.006-0003-069 and 604 W. Liberty Street, Rome, New York, known as Tax Map No. 242.006-0003-070; and

BE IT FURTHER RESOLVED, by the Board of Estimate and Contract of the City of Rome that it approves and confirms the sale and conveyance of the properties located at 201 Kossuth Street, Rome, New York (Tax Map No. 242.006-0003-069) and 604 W. Liberty Street, Rome, New York (Tax Map No. 242.006-0003-070), in consideration of the performance of a Rehabilitation Agreement for said properties, and for the sum of Twelve Thousand and 00/100 Dollars (\$12,000.00), said conveyance to take place following the contingencies hereinafter set forth; and

BE IT FURTHER RESOLVED, that this authorization is contingent upon the execution by the buyer of the Rehabilitation Agreement within thirty days of the adoption of this Resolution; and

BE IT FURTHER RESOLVED, regarding the property known as 604 W. Liberty Street, Rome, New York, known as Tap Map No. 242.006-0003-070, that said property shall be conveyed only upon successful completion of the rehabilitation of 201 Kossuth Street, Rome, New York, known as Tax Map No. 242.006-0003-069; and

BE IT FURTHER RESOLVED, that subsequent to the execution of the Rehabilitation Agreement, this authorization is further contingent upon the granting of a written certification by the City of Rome Codes Enforcement Officer, stating that he has inspected the properties and that the buyer has completed all necessary rehabilitation in the time period required by the agreement; and

BE IT FURTHER RESOLVED, that upon receipt of the written certification from the Codes Enforcement Officer, the Mayor is hereby authorized to execute any and all deeds or other documents necessary to complete the transfer of title of said parcel of land; and

BE IT FURTHER RESOLVED, that this authorization is contingent upon the buyer having completed this transaction by rendering payment in full to the City of Rome within forty-five (45) days following receipt and review of copies of the proposed transfer documents pursuant to this sale; and

BE IT FURTHER RESOLVED, that the real property shall at no point in time be sold, transferred, titled or conveyed to any person who was a record owner and/or mortgagor of the property within the five (5) year period immediately preceding the date on which the property was taken by the City of Rome for non-payment of taxes. If such prohibited conveyance shall be made by any party in the succeeding chain of title, then immediately thereon (a) this conveyance shall become null and void to the buyer, his successors and/or assigns, and (b) the title to the above premises shall revert back to the City of Rome.

Seconded by _____.

AYES & NAYS: Mayor Fusco _____ Mazzaferro _____ Tallarino _____
Benedict _____ Nolan _____

ADOPTED: DEFEATED:

RESOLUTION NO. 203

AUTHORIZING THE MAYOR OF THE CITY OF ROME TO ENTER INTO
VARIOUS LEASE AGREEMENTS WITH TENANTS OF PARK DRIVE ESTATES.

By _____:

WHEREAS, the City of Rome took ownership of the property known as Park Drive Estates located on Park Drive, in the City of Rome, New York ("Property") through foreclosure during July, 2015; and

WHEREAS, at the time the City of Rome obtained ownership of the Property, said Property had ten (10) residential, single-family rental units, of which nine (9) were occupied; and

WHEREAS, Timothy A. Benedict, Corporation Counsel for the City of Rome, has recommended that that the City of Rome enter into written lease agreements with each tenant of the property known as Park Drive Estates, setting forth, *inter alia*: the total amount of rent; monthly rate of \$800.00 per unit; rent credits; rent additions; and other terms and conditions of occupancy; etc.; now, therefore,

WHEREAS, Rome City Charter Laws, Title A, Article IV, Section 33, states that all leases of city property shall be approved by the City of Rome Common Council and Board of Estimate and Contract; and

WHEREAS, the Common Council of the City of Rome authorized the Mayor to enter into written lease agreements with each tenant of the property known as Park Drive Estates, now, therefore,

BE IT RESOLVED, by the Board of Estimate and Contract of the City of Rome that the Mayor of the City of Rome is authorized to execute various lease agreements with—existing and prospective--tenants of the property known as Park Drive Estates, by which the City will rent the individual residential units to current or prospective tenants for so long as the City of Rome maintains ownership of the Property, and which said Lease Agreement shall be in substantially the same form of the "Lease Agreement" which is made part of this Resolution.

Seconded by _____.

AYES & NAYS: Mayor Fusco _____ Mazzaferro _____ Tallarino _____
Benedict _____ Nolan _____

ADOPTED:

DEFEATED:

CITY OF ROME, NEW YORK

LEASE AGREEMENT

This lease agreement ("Lease"), made on the ____ day of _____, 2015, hereinafter as "Effective Date", between _____, residing at _____,

hereinafter, individually or collectively as the "Tenant" and **THE CITY OF ROME, NEW YORK**, a municipal corporation organized and existing under the laws of the State of New York with a principal place of business located at 198 North Washington Street, Rome, New York, hereinafter referred to as "Landlord". The parties shall be referred to as the Landlord and the Tenant in the remaining provisions of this Lease, and any use of the singular shall be interpreted as a plural reference.

1. Premises Leased; Term of Lease.

The Landlord hereby lease to the Tenant, the premises located at _____ PARK DRIVE, ROME, NEW YORK, hereinafter referred to as "Premises" or "Property". Unless terminated as herein provided, the term of the Lease is twelve (12) months, beginning on _____, 2015 and ending on August 31, 2016 ("Term"). The Term of this Lease may extended upon mutual written consent of the parties and upon such other terms and conditions as the parties may agree in writing.

2. Rent; Time and Manner of Payment of Rent.

The total rent ("Rent") for each year of the Term of this Lease is Nine Thousand, Six Hundred and 00/100 Dollars (\$9,600.00). Subject to any credit and additional rent amount authorized herein at §7-A and/or §14, the Rent shall be in equal monthly installments of \$800.00 or, based on credit or additional fee, the amount of \$_____.00, paid on the first day of each month of the Term of this Lease ("Monthly Rent"), except that the payment of the first month's Monthly Rent must be made upon signing of this Lease by the Tenant. The payments must be made to the Landlord at the address first listed above, or such other address given to the Tenant by Landlord. Any Monthly Rent payment not received by the Landlord on the 1st of each month, shall be deemed late and, in the event, the Monthly Rent is not received by the 5th day of the month, Landlord shall receive a late payment fee of \$25.00 ("Late Fee").

3. Use of Premises.

The Premises shall be used and occupied solely as a private residential premises for Tenant, and their children, to live in and occupy. It may not be used for any other purpose and use for any other purpose may be deemed a default of this Agreement for which termination is warranted.

It is expressly agreed by Tenant that using the Premises in any manner not authorized hereby shall be deemed to have caused irreparable damage to the Landlord for which the Landlord's rights are adversely affected and prejudiced. Further, the Tenant expressly agrees that—should the Landlord commence an action pursuant to this provision—that the Landlord would likely prevail on the merits. The Tenant agrees that the Landlord shall have the right to commence an action for temporary restraining order or an injunction in the event that Tenant violates this provision.

It is expressly agreed by Tenant that failure to comply with the provision "9" shall be deemed to have caused irreparable damage to the Landlord for which the Landlord's rights are adversely affected and prejudiced. Further, the Tenant expressly agrees that—should the Landlord commence an action pursuant to this provision—that the Landlord would likely prevail on the merits. The Tenant agrees that the Landlord shall have the right to commence an action for temporary restraining order or an injunction in the event that Tenant violates this provision.

10. Alterations by Tenant.

The Tenant shall not make any alterations, additions or improvements to the Premises without the express written consent of the Landlord. The kinds of alterations, additions or improvements referred to are those which are of a more or less permanent nature, such as new floors, partitions, wallpaper, and paneling. If consent of the Landlord is given, then any or all of such alterations, additions or improvements, may, if the Landlord wishes, become the property of the Landlord at the end of the Term of the Lease. However, if the Landlord wishes, it may require the Tenant to remove any or all of such alterations, additions or improvements at the end of the Term of this Lease at Tenant's sole expense.

11. Fire or Other Casualty.

If the fire or other casualty damages or destroys the Premises so that it cannot be used and occupied, then the Tenant shall not be required to pay Rent for the time it remains unusable. If only part of the Premises is so damaged or destroyed and a part can still be used and occupied, then the Tenant shall only be required to pay Rent for the part which may be used and occupied. The Landlord is required to repair and restore the Premises to at least as good a condition as existed before the damage or destruction. However, the Landlord is only required to repair the structural parts of the Premises and is not required to repair or replace any equipment or fixtures installed by the Tenant. If the damage or destruction was caused by the Tenant then the Landlord may make the required repairs at the expense of the Tenant.

If all or a substantial part of the building in which the Premises is located is damaged or destroyed, then the Landlord has the right to rebuild or demolish the building. In the event of such substantial damage or destruction, the Landlord may, if it wishes, cancel this Lease by giving the Tenant at least days written notice of the cancellation. The Tenant, on the other hand, does not have any right to cancel this Lease because of damage or destruction caused by fire or other casualty.

12. Liability of Landlord; Reimbursement by Tenant.

If the Landlord must pay any damages for a claim arising from the fault of the Tenant, then the Tenant must reimburse the Landlord for any such sums paid. In addition, the Tenant must reimburse the Landlord for any expense of the Landlord incurred in defending against such claim, whether or not the Landlord has to pay any damages. The Landlord reserves any and all rights and authority to commence such actions or proceedings necessary to utilize the rights contained in this provision.

13. Keys Deposited with Tenant; Access of Landlord to Premises.

The Tenant acknowledges that, as of the date of execution of this Agreement, Tenant is in possession of a duplicate set of all keys necessary to enter the Premises. The Tenant must obtain the Landlord's consent prior to changing any locks in or at the Premises. Upon the

Landlord's consent and upon changing any locks in or at the Premises, Tenant shall deposit with the Landlord a duplicate set of all new keys.

The Landlord and the Landlord's agents and employees shall be permitted at any time during the Term of this Lease to enter the Premises at reasonable hours for the purpose of making inspection and/or repairs or for the purpose of gaining access to other parts of the building when deemed necessary by the Landlord. If the Tenant is not personally present to permit such entry into the Premises, the Landlord may enter by means of a key. However, if an emergency situation arises, the Landlord may enter the Premises by force without being liable for damages for such entry.

At reasonable hours during the term of this Lease, the Landlord may enter the Premises for the purpose of showing the Premises to persons who may wish to buy the entire building or who may possibly lend money to the Landlord. During the last four (4) months of this Lease, the Landlord may enter the Premises at reasonable hours for the purpose of showing the Premises to possible new tenants.

14. Animals or Pets.

The Tenant ☐ may ☐ may not keep any animals, birds or other pets in the Premises. In the event the Tenant is allowed to keep an animal, bird or other pet, the Landlord shall receive and additional twenty-five and 00/100 dollars (\$25.00) per month for each pet, to be added by the Tenant to the Monthly Rent. Failure to disclose the presence of the animal(s) or pet(s) may be grounds for termination of this Agreement.

15. Compliance with Rules.

The Tenant will observe and comply with such reasonable rules as the Landlord shall prescribe by written notice to the Tenant. These rules may be changed from time to time by written notice. Attached to this Lease is the set of rules in effect on the date of the signing of this Lease.

16. Compliance with Laws and Regulations.

The Tenant, at its sole expense, shall comply with all laws, orders, rules and regulations of Federal, State, County and Municipal Authorities and with the direction of any public officer, with respect to the Premises.

The Tenant expressly acknowledges and understands that the City of Rome, New York has in effect a law commonly known as the **City of Rome Public Nuisance Abatement Law**, as codified in the Rome Code of Ordinances, by which the Landlord can be held civilly and/or administratively responsible for the illegal acts of the Tenant, or Tenant's invitees or guests, occurring at or near the Premises, and by this provision Tenant expressly agrees and acknowledges that, upon the Landlord receiving a Notice of Public Nuisance occurring at the Property and which relates to Tenant's, or Tenant's invitee's or guest's, unlawful use of the Premises, then Landlord shall have the express right to *immediately* terminate this Lease in accordance herewith and to order Tenant to vacate the Premises immediately. In the event Tenant fails to vacate the Premises immediately, Landlord shall have the right to evict the Tenant in accordance with the applicable State law.

Tenant's Initials: _____

17. Eminent Domain (Condemnation).

If the Premises or the building in which the Premises is located is taken by any public authority under the power of eminent domain (condemnation), then this Lease shall end on the date when such taking becomes effective. No part of any award arising out of the taking under the power of eminent domain (condemnation) shall belong to the Tenant. The whole award shall belong to the Landlord.

18. Assignment and Sublease.

The Tenant expressly agrees and understands that this Lease may not be assigned, nor may the Premises be sublet by the Tenant, without the advance written consent of the Landlord. Any such assignment or sublease shall not relieve the Tenant of any of its obligations or liability under this Lease. The subtenant shall be bound by and subject to all the terms of this Lease.

The parties expressly agree and acknowledge that the Landlord may—during the Term of this Lease or any renewal term thereof—assign its interest in this Lease or may sell/convey the Premises to a third party. The Tenant agrees that the City has the right to do so and said assignment or sale shall not be construed—under any theory or law or equity—as giving rise to any damages to the Tenant. The City agrees to notify the Tenant of the prospective assignment or sale as soon as is practicable under the circumstances. Nothing herein shall be construed that—in the event of an assignment or sale—as giving the Tenant the right to maintain this Lease upon the Assignment or Sale and the Tenant expressly agrees that the assignment or sale of the Premises may be deemed grounds for termination of this Lease.

19. Subordination.

This Lease shall be subject and subordinate to the rights and liens of the following: (a) all presently existing and future leases for the building in which the Premises is located; (b) all presently existing and future mortgages on leases for said building, on the building itself or on the land on which the building stands; and (c) all presently existing and future agreements by which a lender secures money loaned to the Landlord. This means, in general terms, that the holders of the instruments described in (a), (b) and (c) above have greater rights than the Tenant has under this lease.

Although no other instrument or act of the Tenant is necessary to make this subordination effective, the Tenant shall, nevertheless, execute such further instruments acknowledging this subordination as the Landlord shall request. The Tenant hereby appoints the Landlord as its agent to execute such instruments.

Despite this subordination, this Lease or any extension of this Lease shall not be terminated by foreclosure or other means provided the Tenant is not in default beyond the period during which the Tenant is entitled to cure such default.

20. Notices.

All notices to be given to the Tenant by the Landlord or by the Tenant to the Landlord shall be in writing and delivered by registered or certified mail. Notices to the Tenant shall be addressed to the building in which the Premises is located. Notices to the Landlord shall be addressed to John or Cheryl Benedict. The Landlord will immediately notify the Tenant of any change in mailing address.

21. Quiet Enjoyment of Premises by Tenant.

As long as the Tenant pays the Rent and is not in default of any of the conditions of this Lease, it shall peaceably and quietly have, hold and enjoy the Premises during the Term of this Lease.

22. Warranty of Habitability.

The Landlord advises the Tenant that the Premises and all areas used in connection with it in common with other tenants are fit for human life and for the use reasonably intended by the parties and there are no conditions dangerous, hazardous or detrimental to life, health and safety.

23. Security.

The Landlord acknowledges that the Tenant has deposited with the Landlord the sum of **Eight Hundred and 00/100 Dollars (\$800.00)** as and for security for the performance of the Tenant's obligations under this Lease. The Landlord shall deposit the security in a bank in the manner required by law and shall notify the Tenant in writing of the name and address of the bank. Under the law, the Tenant may be entitled to interest on such security deposit. If such is the case, interest will be paid to the Tenant minus the sum the Landlord is permitted to keep as an administration expense under the law.

If the Tenant fails to make any payments of rent or defaults under any of its other obligations under this Lease, the Landlord may use the security in payment of such rent or in payment of any sums the Landlord may be forced to spend because of the Tenant's default. If the Landlord does so use the security, then it shall notify the Tenant in writing of the amount so used, and the Tenant shall immediately forward a like amount to the Landlord. There shall always be deposited with the Landlord a sum not less than the amount originally deposited as security.

If at the end of the Term of this Lease the Tenant has made all payments of rent required and fully complied with all of its other obligations under this Lease, then the Landlord shall return the security to it together with any interest that may be required by law.

If the Landlord sells or leases the building in which the Premises is located, it shall turn over the security to the buyer or tenant. If a receiver is appointed in an action to foreclose a mortgage or other lien on the building, then the Landlord shall turn over the security to the receiver. If the building is sold by a referee in an action to foreclose a mortgage or other lien on the building, then the Landlord shall turn over the security to the buyer. In any such case the Landlord shall notify the Tenant by registered or certified mail of the fact that the security has been so turned over and give the name and address of the party to whom it has been turned over. Once the security is so turned over, the Landlord is no longer responsible to the Tenant for repayment of the security. The party to whom the security is turned over shall be responsible for repayment of the security to the Tenant.

24. Default by Tenant.

If the Tenant shall default in complying with any of the terms, conditions and obligations of this Lease and with the exception of defaults set forth in at §§9 and 16, then the Landlord may give a written notice to Tenant requiring Tenant to cure the default within ten (10) days. If the Tenant fails to cure the default within such 10 day period, then the Landlord may terminate this Lease and evict the Tenant in accordance with the applicable laws of the State of New York and seek payment or judgment for all Monthly Rent arrears and any applicable Late Fee and costs of

the action. In the event an eviction proceeding is commenced, said eviction proceeding shall be in addition to any other remedy at law or equity available to the Landlord.

In the event that the Tenant does substantial damage to the Premises, as provided herein at § 9 or undertakes any activity at the Premises for which the Landlord receives a Notice of Public Nuisance, as set forth at §16 herein, the Landlord may immediately undertake action to evict Tenant in accordance with the applicable law.

In the event the Landlord takes action to evict the Tenant via an eviction proceeding or the Tenant is ordered to immediately vacate the Premises via §§9 or 16 of this Agreement, Tenant shall be responsible for the removal of all personal items from the Premises within the time-frame directed. In the event that the Tenant fails to remove any and all personal items from the Premises, Landlord will remove the personal items and store same and, upon said storage, notify the Tenant that personal items are being stored on his/her/their behalf. Landlord shall have the right to charge Tenant for all costs associated with said storage, including, but not limited to: moving expenses, and storage fees. Tenant expressly agree that, upon storage by Landlord, that he/she/they is/are liable for all costs associated with said storage and that Landlord may commence an action or proceeding to collect said costs under any applicable theory of law or equity, which said action/proceeding shall be in addition to any other action/proceeding available to Landlord.

25. Waiver by Landlord or Tenant Limited.

If either the Landlord or Tenant waives or fails to enforce any of their rights under this Lease, it will not mean that any other rights under this lease are waived. Further, if the Landlord or Tenant waives or fails to enforce any of their rights under a specific paragraph of this Lease, such waiver or failure to enforce such rights will be limited to the specific instance in question and will not be a waiver of any later breaches of such paragraph.

26. Waiver of Jury Trial.

The Landlord and Tenant both waive their right to a jury trial in any action or proceeding between them upon or connected with this Lease, either directly or indirectly. However, under the law, either the Landlord or the Tenant may enforce its right to a jury trial in any action for personal injury or property damage.

27. Waiver of Right of Tenant to Assert Counterclaim in Summary Proceedings.

The Tenant agrees that if the Landlord begins summary proceedings to evict the Tenant from the Premises, the Tenant will not file a counterclaim against the Landlord. However, this does not apply if the counterclaim is based on the Landlord's breach of the warranty of habitability under Paragraph 22 of this Lease. In such a case, the Tenant may file a counterclaim.

28. Invalidity or Illegality of Part of Lease.

If any part of this Lease is invalid or illegal, then only that part shall be void and have no effect. All other parts of this lease shall remain in full force and effect.

29. Representations by Landlord.

The Landlord and the Landlord's agents have made no representations or promises except those contained in this Lease. This Lease sets forth the full understanding of the Landlord and the Tenant.

30. Modification or Change of Lease.

The only way in which any of the provisions of this Lease can be changed or modified is by a written agreement signed by both of the Landlord and the Tenant.

31. Persons Bound by Lease.

It is the intent of the Landlord and the Tenant that this Lease shall be binding upon the Landlord and Tenant and upon any parties who may in the future succeed to their interests.

32. Captions for Paragraphs of Lease.

The captions of the various paragraphs of this Lease are for convenience and reference purposes only. They are of no other effect.

BY SIGNING BELOW YOU ACKNOWLEDGE AND AGREE THAT YOU HAVE READ THE FOREGOING AND UNDERSTAND THE TERMS AND CONDITIONS HEREIN AND AGREE TO BE BOUND SAME.

TENANT:

Dated: _____, 2015

Dated: _____, 2010

Printed Name: _____

Printed Name: _____

LANDLORD: CITY OF ROME, NEW YORK

Dated: _____, 2010

JOSEPH R. FUSCO, JR.,
MAYOR

ORDINANCE NO. 204

RESCINDING PREVIOUS BOARD OF ESTIMATE AND CONTRACT
RESOLUTION NO. 140 PERTAINING TO THE SALE OF CITY OWNED PARCEL
LOCATED ON 404 DEPEYSTER STREET TO BUYER

By _____:

WHEREAS, the Board of Estimate and Contract of the City of Rome, New York, pursuant to Resolution No. 140, adopted June 11, 2015, authorized the sale of City owned parcel located on 404 Depeyster Street to Rafael Hilario; and

WHEREAS, Timothy A. Benedict, Corporation Counsel, is of the opinion that it is in the City's best interests that the Common Council rescind the aforementioned Resolution; now, therefore,

BE IT RESOLVED, by the Board of Estimate and Contract for the City of Rome, New York, that Resolution No. 140 adopted June 11, 2015, be and is hereby rescinded.

Seconded by _____.

AYES & NAYS: Mayor Fusco ____ Mazzaferro ____ Tallarino ____
Benedict ____ Nolan ____

ADOPTED: DEFEATED:

RESOLUTION NO. 205

AUTHORIZING BUDGETARY TRANSFER

By _____:

BE IT RESOLVED, that pursuant to Rome Charter Laws, Title A, Article VII, Section 91, the City Treasurer of the City of Rome is hereby authorized and directed to make the following budgetary transfer:

<u>FROM CODE NO.</u>		<u>AMOUNT</u>
EW8320.414	Supplies & Materials	\$111.14

<u>TO CODE NO.</u>		<u>AMOUNT</u>
EW8230.420	Uniforms & Cleaning	\$111.14

REASON: Cover shortfall of the new employee's uniforms.

Seconded by _____.

AYES & NAYS: Mayor Fusco _____ Mazzaferro _____ Tallarino _____
Benedict _____ Nolan _____

ADOPTED:

DEFEATED:

RESOLUTION NO. 206

AUTHORIZING THE DELETION OF ONE POSITION OF SENIOR TYPIST AND THE
CREATION OF ONE POSITION OF PLANNING AIDE WITHIN THE DEPARTMENT OF
COMMUNITY AND ECONOMIC DEVELOPMENT

By _____:

WHEREAS, it is the recommendation of Jake DiBari, Director of the Department of Community and Economic Development for the City of Rome, that one (1) position of Senior Typist (\$36,971.00) be deleted and the creation of one (1) position of Planning Aide (\$33,399.00) occur within the Department of Community and Economic Development, effective August 21, 2015; now, therefore,

BE IT RESOLVED, by the Board of Estimate and Contract of the City of Rome, New York, that that one (1) position of Senior Typist (\$36,971.00) be deleted and the creation of one (1) position of Planning Aide (\$33,399.00) occur within the Department of Community and Economic Development, effective August 21, 2015.

Seconded by _____.

AYES & NAYS: Mayor Fusco _____ Mazzaferro _____ Tallarino _____
Benedict _____ Nolan _____

ADOPTED:

DEFEATED:

RESOLUTION NO. 207

AUTHORIZING THE DELETION OF TWO POSITIONS OF LABORER AND THE
CREATION OF TWO POSITIONS OF MECHANICAL EQUIPMENT OPERATORS WITHIN
THE DEPARTMENT OF CITY YARD

By _____:

WHEREAS, it is the recommendation of Frank Tallarino, Commissioner of the Department of Public Works for the City of Rome, that two (2) positions of Laborer be deleted and the creation of two (2) positions of Mechanical Equipment Operators occur within the Department of Public Works, effective August 31, 2015; now, therefore,

BE IT RESOLVED, by the Board of Estimate and Contract of the City of Rome, New York, that two (2) positions of Laborer be deleted and the creation of two (2) positions of Mechanical Equipment Operators occur within the Department of City Yard, effective August 31, 2015.

Seconded by _____.

AYES & NAYS: Mayor Fusco _____ Mazzaferro _____ Tallarino _____
Benedict _____ Nolan _____

ADOPTED:

DEFEATED:

RESOLUTION NO. 208

AUTHORIZING THE DELETION OF SENIOR TAX CLERK AND THE CREATION OF
TWO POSITIONS OF TAX CLERK WITHIN THE TREASURER'S OFFICE

By _____:

WHEREAS, it is the recommendation of David Nolan, Treasurer for the City of Rome, that one (1) position of Senior Tax Clerk be deleted and the creation of two (2) positions of Tax Clerk occur within the Treasurer's Office, effective September 30, 2015; now, therefore,

BE IT RESOLVED, by the Board of Estimate and Contract of the City of Rome, New York, that one (1) position of Senior Tax Clerk be deleted and the creation of two (2) positions of Tax Clerk occur within the Treasurer's Office, effective September 30, 2015.

Seconded by _____.

AYES & NAYS: Mayor Fusco _____ Mazzaferro _____ Tallarino _____
Benedict _____ Nolan _____

ADOPTED:

DEFEATED:

RESOLUTION NO. 209

AUTHORIZING THE MAYOR OF THE CITY OF ROME TO
ENTER INTO AN AGREEMENT WITH MOHAWK VALLEY COMMUNITY
ACTION WHEREBY THE CITY OF ROME FIRE DEPARTMENT WILL PROVIDE
A FIRE PREVENTION TRAINING PROGRAM

By _____:

WHEREAS, Ronald M. Brement, Fire Chief for the City of Rome, has recommended that the City of Rome, New York, enter into an agreement with Mohawk Valley Community Action whereby the City of Rome Fire Department will provide a Fire Prevention Training Program; now, therefore,

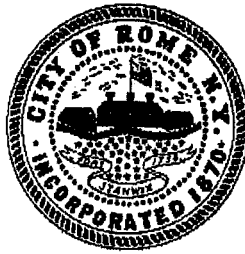
BE IT RESOLVED, by the Board of Estimate and Contract of the City of Rome, that the Mayor of the City of Rome is hereby authorized to enter into an agreement with Mohawk Valley Community Action, Rome, New York, whereby the City of Rome Fire Department will provide a Fire Prevention Training Program, pursuant to the attached documentation, which by this reference is made a part of this Resolution, with the City of Rome to be reimbursed for their training services at an amount not to exceed One Thousand Eight Hundred and 00/100 Dollars (\$1,800.00).

Seconded by _____.

AYES & NAYS: Mayor Fusco _____ Mazzaferro _____ Tallarino _____
Benedict _____ Nolan _____

ADOPTED: DEFEATED:

JOSEPH R. FUSCO JR.
Mayor



RONALD M. BREMENT
Fire Chief

ROME FIRE DEPARTMENT
158 BLACK RIVER BLVD.
ROME, NEW YORK 13440
Telephone: (315) 339-7784 Fax: (315) 339-7740
Emergency: 911
www.romenewyork.com

**AGREEMENT FOR THE ROME FIRE DEPARTMENT TO PROVIDE TRAINING FOR
MOHAWK VALLEY COMMUNITY ACTION EMPLOYEES**

The training session will take place on August 25, 2015. The program will begin at 8:30 AM and conclude at 12 noon. Training will take place at Rome Free Academy, 95 Dart Circle, Rome, NY.

Cost of the training will be eighteen hundred dollars (\$1800.00). Location rental, media rental, and all other fees associated with the training is included. It is expected that approximately two hundred (200) Community Action employees will attend the training.

RESOLUTION NO. 210

AUTHORIZING CHANGE ORDER NO. 1 TO CONTRACT WITH
D.H. SMITH, INC., PURSUANT TO BOARD OF ESTIMATE AND CONTRACT
RESOLUTION NO. 179 ADOPTED AUGUST 13, 2015, RELATIVE TO PREVENTATIVE
MAINTENANCE OF THE BLOOMFIELD STREET BRIDGE
OVER THE MOHAWK RIVER

By _____:

WHEREAS, the Board of Estimate and Contract of the City of Rome, New York, pursuant to Resolution No. 179 adopted August 13, 2015, authorized the awarding of a contract to D.H. Smith, Inc., for preventative maintenance of the Bloomfield Street Bridge over the Mohawk River, at a total contract amount of One Hundred Forty Seven Thousand Four Hundred Sixty Five and 22/100 Dollars (\$147,465.22); and

WHEREAS, it has been recommended by Frank Tallarino, Commissioner of the Department of Public Works for the City of Rome, that D.H. Smith, Inc., be awarded Change Order No. 1 for this project, pursuant to the attached proposal which is made part of this Resolution; now, therefore,

BE IT RESOLVED, by the Board of Estimate and Contract of the City of Rome, New York, that the contract awarded to D.H. Smith, Inc., pursuant to Resolution No. 179 adopted August 13, 2015, be and is hereby amended, whereby Change Order No. 1 is hereby awarded, to modify the contract to allow for changes which will increase the total project cost by an amount not to exceed Twenty Thousand Six Hundred Twenty Five and 00/100 Dollars (\$20,625.00); and

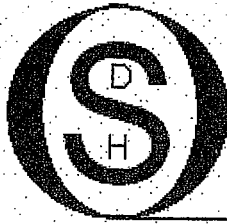
BE IT FURTHER RESOLVED, that the total amount of Change Order No. 1 as described hereinabove shall be in a total amount of \$20,625.000, for a total contract price of \$168,090.00.

Seconded by _____.

AYES & NAYS: Mayor Fusco _____ Mazzaferro _____ Tallarino _____
Benedict _____ Nolan _____

ADOPTED:

DEFEATED:



D. H. SMITH COMPANY, INC.

P. O. BOX 293

CLAYVILLE, NY 13322

TEL (315) 839-5340

FAX (315) 839-6065

Tuesday, August 18, 2015

City of Rome
ATTN: JOSEPH GUILIANO
198 N. Washington Street
Rome, New York 13440

Re: East Bloomfield Bridge

Mr. Guiliano;

D. H. Smith Co., Inc. is requesting a change order on the East Bloomfield Bridge over Mohawk River Project for the following items:

1. #582.06 Removal of Structural Concrete and Replacement Class D Concrete.
400 sf @42.75/sf (contract price) for \$17,100.00
Due to new areas of loose concrete found on the bridge.
2. #556.0202 Epoxy Coated Bar reinforcement for Structures
1500 lbs. @ 2.35/lb. for \$3,525.00
Due to missing rebar in the bridge joint areas.

Change order total of \$20,625.00.

Thank you for your consideration on this matter

David H. Smith

President

8/18/15

rebar in poor condition to be replaced

E. Bloomfield Street bridge SE Joint at sidewalk



E. Bloomfield Street bridge
void under existing concrete deck

more area than planned to be removed
for replacement under item
#582.06 because of this finding

8/18/15

RESOLUTION NO. 211

AUTHORIZING AN AGREEMENT WITH THOMSON REUTERS FOR LAW OFFICE
WEST LAW LEGAL RESEARCH SERVICES

By _____:

WHEREAS, Timothy A. Benedict, Corporation Counsel, for the City of Rome, New York, has advised the Board of Estimate and Contract that it would be in the City's best interests to enter into an agreement with Thomson Reuters, for West Law Legal Research services for a minimum term of 36 months, at a monthly rate not to exceed \$845.94; now, therefore,

BE IT RESOLVED, that the Mayor of the City of Rome, New York, is hereby authorized to enter into an agreement with Thomson Reuters, for West Law Legal Research services for a minimum term of 36 months, at a monthly rate not to exceed \$845.94, pursuant to their attached proposal, which is made part of this Resolution.

Seconded by _____.

AYES & NAYS: Mayor Fusco ____ Mazzaferro ____ Tallarino ____
Benedict ____ Nolan ____

ADOPTED:

DEFEATED:

Qty	Product	Material ID
1	Government Select Level 1 States (WestlawNext™;) (Banded)	40988737

Modules to include in Custom PRO:

Material ID	Description
40982537	Primary Law with KeyCite®: All — New York (WestlawNext™;)
40981520	All Primary Law (WestlawNext™;)
40981514	All State and Federal Briefs (WestlawNext™;)
41736038	BriefTools on Westlaw® (WestlawPRO®)
40983381	Legislative History — New York (WestlawNext™;)
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You have 3 attorneys (partners, shareholders, associates, contract or staff attorneys, of counsel, and the like), corporate users, personnel or full-time-equivalent students for the banded products you selected to license or purchase in this Order Form. Our pricing for banded products is made in reliance upon your certification. If we learn that the actual number is greater, we reserve the right to increase your charges as applicable.

User	Start Date	Position	Email
Benedict, Tim		ATTORNEY	tbenedict@romecitygov.com
Feeney, Gerard F		ATTORNEY	gfeeney@romecitygov.com
Twomey, Angela		ATTORNEY	atwomey@romecitygov.com

Initial shipment subtotal for product(s) not billed monthly:	N/A
‡Estimated tax:	TBD
Order total for initial shipment for product(s) not billed monthly:	\$0.00
*Initial Monthly Charges for products under 36 month contract term:	\$845.94
Initial Monthly Charges Total:	\$845.94

† Shipping costs for products ordered from West's affiliates located outside of the United States, its territories and possessions will be charged separately. Shipping costs are otherwise reflected in the price of the product.

‡ Your order may be subject to additional state and local sales taxes. All applicable sales taxes will be reflected in your bill.

* These Monthly Charges show the first year's Monthly Charges (and are combined if multiple products are ordered) with the same contract term and are subject to increase per the terms of this agreement.

Lapse Subscriptions		
Active Subscriptions to Lapse	Contract Number	Material ID

GOVERNMENT SELECT ON WESTLAW	0118178208	40988638
ALL STATE AND FEDERAL BRIEFS ON WESTLAW	0118178217	40973992
BRIEFTOOLS ON WESTLAW	0705688685	41736035
GENERAL COUNSEL ALL PRIMARY LAW ON WESTLAW	0118178214	40973997
NY ANALYTICAL LIBRARY ON WESTLAW	0118178227	40973602
NY FEDERAL MATERIALS MODULE ONLY ON WESTLAW	0118178221	40975438
NY LEGISLATIVE HISTORY ON WESTLAW	0118178224	40974505
NY PRIMARY LAW WITH KEYCITE ALL ON WESTLAW	0118178209	40973852
NY PUBLIC EMPLOYEE REPORTER ON WESTLAW	0118178233	40992143
PEOPLEMAP COMPREHENSIVE REPORT ON WESTLAW	0118178230	40992157

Miscellaneous

1. Charges, Payments Taxes. You agree to pay all charges in full within 30 days of the date of invoice. You are responsible for any applicable sales, use, value added tax (VAT), etc. unless you are tax exempt. If you fail to pay your invoiced charges, you are responsible for collection costs including attorneys' fees.

2. Credit Verification. If you are applying for credit as an individual, we may request a consumer credit report to determine your creditworthiness. If we obtain a consumer credit report, you may request the name, address and telephone number of the agency that supplied the credit report. If you are applying for credit on behalf of a business, we may request a current business financial statement from you to consider your request.

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4. Auto Charge Credit Card/Electronic Funds Transfer Election Payment Terms. You may authorize us to automatically charge a credit card, debit card or electronic fund transfer to pay charges due. Contact Customer Service at 1-800-328-4880 for authorization procedures. If you are authorizing as part of this order, or have already authorized us to bill a credit card or debit card or make electronic fund transfer for West subscriptions on an ongoing basis, no further action is needed.

5. Returns and Refunds. You may return a print or CD-ROM/DVD product to us within 45 days of the original shipment date if you are not completely satisfied. Different policies apply to print products you receive as part of a program such as Assured Print Pricing, Library Savings Plan, West Complete, Library Maintenance Agreements, ePack and WestPack. Westlaw, CLEAR, Monitor Suite, ProView eBook, Software, West LegalEdcenter, Practice Solutions, TREWS and Serengeti charges are not refundable. Please see <http://static.legalsolutions.thomsonreuters.com/static/returns-refunds.pdf> or contact Customer Service at 1-800-328-4880 for additional details regarding our policies on returns and refunds.

6. Transportation Charges. Print and CD-ROM/DVD products are shipped F.O.B. origin. Transportation charges will be added for expedited shipments made at your request and for international product delivery. Expedited shipments and international product shipments will be charged at the then current carrier rate.

7. Applicable Law. This Order Form will be interpreted under Minnesota state law. Any claim by one of us may be brought in the state or federal courts in Minnesota. If you are a state or local governmental entity, your state's law will apply and any claim may be brought in the state or federal courts located in your state. If you are a United States Federal Government subscriber, United States federal law will apply and any claim may be brought in any federal court.

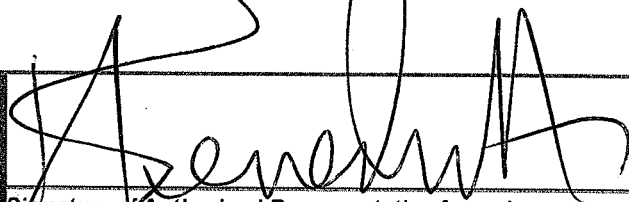
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9. Product Specific Terms. The following products have specific terms which are incorporated by reference and made part of this Order Form if they apply to your order. They can be found at <http://static.legalsolutions.thomsonreuters.com/static/product-specific-terms.pdf>. If the product is not part of your order, the product specific terms do not apply. If there is a conflict between product specific terms and the Order Form, the product specific terms control.

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- CD-ROM Products / DVD products
- West LegalEdcenter
- West km software
- Westlaw Doc; Form Builder
- Time and Billing
- Westlaw Patron Access
- Westlaw Paralegal
- Campus Research
- ProView eBooks

For questions regarding this order, please contact West Customer Service at 1-800-328-4880.

Signature for Order ID: 707349



Signature of Authorized Representative for order

TIMOTHY A. BENEDICT, ESQ

Printed Name

CORPORATION COUNSEL

Title

AUGUST 19, 2015

Date

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RESOLUTION NO. 212

AUTHORIZING THE MAYOR TO EXECUTE COLLECTIVE
BARGAINING AGREEMENT WITH THE CIVIL SERVICES EMPLOYEES
ASSOCIATION, INC. (CSEA), LOCAL 1000, AFSCME, AFL-CIO FOR THE YEARS
2015 THROUGH 2017

By _____:

WHEREAS, a tentative collective bargaining agreement with The Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO, has been presented to the Board of Estimate and Contract for the years 2015 through 2017; now, therefore,

BE IT RESOLVED, that the Board of Estimate and Contract of the City of Rome, New York, hereby approves modifications to the terms and provisions of the tentative collective bargaining agreement with the Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO, a copy of which is attached hereto, and authorizes the Mayor to execute said agreement on behalf of the City of Rome, so as to implement the terms and provisions thereof for the years 2015 through 2017.

Seconded by _____.

AYES & NAYS: Mayor Fusco _____ Mazzaferro _____ Tallarino _____
Benedict _____ Nolan _____

ADOPTED:

DEFEATED:

AGREEMENT

BY AND BETWEEN THE

CITY OF ROME

AND THE

CSEA, INC., LOCAL 1000 AFSCME, AFL-CIO

Since 1910



New York's LEADING Union

**City of Rome Unit #7751-00
Oneida County Local 833**

JANUARY 1, 201~~1~~6 – DECEMBER 31, 201~~5~~7

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AGREEMENT BETWEEN
THE CITY OF ROME, NEW YORK
AND
CIVIL SERVICE EMPLOYEES ASSOCIATION, INC.

THIS AGREEMENT is made this 22nd 1st day of April January 20136 ("Effective Date") between the City of Rome, New York, a municipal corporation organized and existing under the laws of the State of New York (hereinafter referred to as the "City") and the Civil Service Employees Association, Inc., Local 1000 AFSCME, AFL-CIO, the recognized Union (hereinafter referred to as the "Association") contracting for and on behalf of the City of Rome employees, witnesseth:

ARTICLE 1. **PURPOSE AND INTENT**

- A. It is the purpose and intent of this Agreement to promote better personnel and economic relations between the City and the employees of City Hall in the various departments and respective jurisdictions, in order to fulfill the obligations of both parties to render honest, courteous, and efficient services, and to set forth therein basic conditions covering rates of pay, fringe benefits, holidays, and overtime.
- B. The term "Association" when used in this Agreement shall further mean and include employees of City Hall and its respective jurisdiction in the Water Department, City Yard, Streets Department, Traffic Department, Electrical Department, Parks Department, Animal Control, and Civilian employees of the Police and Fire Departments, excluding all appointed Officers and Managerial/Confidential employees.

ARTICLE 2. **BARGAINING AGENT**

- A. The City recognizes the Association as the sole collective bargaining agent in respect to rates of pay and conditions of employment for employees of the bargaining unit defined in Article 1. The Association hereby agrees not to engage in a strike or cause, instigate, encourage, or condone a strike or other concerted stoppage or slowdown of work.
- B. The City recognizes the right of the employees to become members of the Civil Service Employees Association, Inc. and will not interfere with their rights to do, or remain in, such membership. The City, through its officers, officials, or agents, or otherwise, shall practice no discrimination, interference, restraint, or coercion in respect to the members.

ARTICLE 3. **MAINTENANCE OF MEMBERSHIP**

- A. Employees covered by this Agreement at the time it becomes effective and who are members of the Association at that time and employees who become members after the signing of this Agreement, shall maintain membership in the Union for the duration of this Agreement.
- B. An employee who shall tender to the Association an amount equal to the initiation fee and the periodic dues uniformly required as a condition of acquiring or retaining membership shall be deemed to meet the conditions of this section.

ARTICLE 4. **PAYROLL DEDUCTION OF DUES**

- A. The Civil Service Employees Association, Inc. shall have the exclusive rights to payroll deduction of dues and current Union sponsored insurance and benefit program premiums for employees covered by this Agreement. Such dues and premiums shall be remitted to the Civil Service Employees Association, Inc., 143 Washington Avenue, Capitol Station, P.O. Box 7125, Albany, New York 12201 on a payroll period basis.
- B. Withdrawals of said dues deduction or authorization cards must be made in the following manner:
 - 1. The employee makes the request, in writing, submitting same to Fiscal Officer of the Local Association not less than sixty (60) days advance notice.
 - 2. The Fiscal Officer of the Local Association shall, at the termination of sixty (60) days, notify the Fiscal Officer of the City of such withdrawal.
- C. Any employee who is not a union member shall pay to the Union each month a service charge which will be called an Agency Shop Fee. Such Agency Shop Fee shall be an amount equal to the regular monthly dues of the Union. The Employer agrees to deduct Agency Shop Fees each pay period from the pay of employees. The aggregate total of such deduction shall be remitted each month to the designated financial officer of the Union together with a list of people from whom Agency Shop Fees have been deducted on or before the tenth of every month.
- D. The Employer agrees to deduct Agency Shop Fees or Membership Dues from regular, non-temporary part-time employees as of ratification of the 2009-2010 Agreement by both parties. The aggregate total of such deduction shall

be remitted each month to the designated financial officer of the Union together with a list of people from whom Agency Shop Fees or Membership Dues have been deducted on or before the tenth of every month.

ARTICLE 5. WORK DAYS AND HOURS; PART-TIME EMPLOYEES;
FLEX TIME

- A. Except as otherwise stated in this Agreement, all regular full-time employees' work day shall consist of eight (8) consecutive hours scheduled between the hours of 8:30 a.m. and 4:30 p.m., Monday-Friday, with one (1) hour off for lunch.
- B. All regular full-time employees of the Frank Clark Water Filtration Facility, City Yard, Streets Department, Water Shop (who generally supervise 1088 employees), Central Maintenance, and the position of Fire Department Supervisor-Division of Maintenance Mechanic's work day shall consist of eight (8) consecutive hours of work performed within a twenty-four (24) hour period, exclusive of lunch breaks, to be scheduled within a work week commencing at 12:00 a.m. Saturday morning through 12:00 a.m. the subsequent Saturday morning.

The Water Filtration Plant is a seven (7) day operation, twenty-four (24) hours per day. There shall be three shifts at the Water Filtration Plant. Those shifts are:

8:00 a.m. to 4:00 p.m.
4:00 p.m. to Midnight
Midnight to 8:00 a.m.

The Wastewater Treatment Plant is a seven day per week operation. Employees work a day shift.

- C. **Employees covered:** All bargaining unit members.
- D. Unless specifically agreed to and authorized by the City of Rome, prior to January 1, 2003, all employees holding the status of regular, non-temporary part-time employees hired after December 31, 1997, and working no more than twenty (20) hours per week and four (4) hours per day, are expressly exempt from any benefits otherwise offered to full-time unit employees. However, effective January 1, 2003, regular, non-temporary part-time unit employees shall be entitled to pay increases in accordance with this Collective Bargaining Agreement. For the purposes of this section, a part-time employee shall not become entitled to the benefits of a full-time employee by virtue of working overtime or being on call. Further, a part-time

employee shall not be entitled to the benefits of a full-time employee, in accordance with this section, nor shall any benefits otherwise accrued during full-time status or otherwise be allowed to be carried over and utilized while in part-time status, regardless of any prior employment status with the City. With respect to benefits, it shall be of no consequence whether a part-time employee was previously full-time, an appointee, held management-/confidential status, is retired from the City, or transferred from another bargaining unit. Effective upon the ratification of the 2006-2009 Agreement, if any employee's status is changed from full-time to part-time at any point during the calendar year, such full-time benefits shall be pro-rated for that year, paid out accordingly, and shall not carry over or be utilized once part-time status has begun.

- E. Upon prior approval and/or mutual consent of the Department Head or Supervisor, an employee may utilize a flex-time schedule for those specific situations where there is a scheduled meeting, conference outside of normal work hours, or an urgent work or personal matter that needs to be addressed, which would generally result in the accrual of compensatory time. It is to be understood that it is not the intention of a flex-time allowance to permanently replace regular work hours and the granting of flex-time shall in no way infringe upon or curtail management's right to assign personnel and schedule work hours of employees.

ARTICLE 6. DRESS AND GROOMING CODE

A. General

Each employee is expected to dress appropriately for their job. As both employees and representatives of the City of Rome, and in that we are in constant direct contact with residents of, and visitors to, our City, it is critical that an appropriate and professional appearance be maintained by each employee.

Each employee's dress, grooming, and personal hygiene should be appropriate to the work situation. An employee must maintain a personal appearance in a manner that reflects a good image to the public.

The Employer will generally make an exception to its dress and personal hygiene standards in order to reasonably accommodate an employee's disability or observance of a religious practice. An employee should contact the Department Head to request an accommodation.

B. **Dress Policy for Office Personnel**

Employees who work in an office or have regular contact with the public and customers shall wear business casual attire. Business attire does not include halter tops, flip-flops, mini-skirts, ripped, or torn clothing.

C. **Uniformed Personnel**

Those employees who are required to wear uniforms by the terms of their collective bargaining agreements shall wear and maintain same in accordance with the terms and conditions of their respective labor agreements. At minimum, however, such uniforms shall be maintained in a clean and repaired manner at all times.

D. **Grooming**

Unless specifically provided for in the collective bargaining unit of an individual employee of the City of Rome, or in addition thereto, it shall be expected that each employee practice personal hygiene, and that the male employees maintain their beards in a neat manner so safety does not become an issue.

Dress Standards for Labor-Intensive Employees

Employees who perform labor intensive work shall not wear suggestive, form-fitting or low-cut clothing, strapless or halter tops, shirts with inappropriate wording or pictures, beachwear, sweatpants, shorts, short cut-offs, or cut-offs of any kind.

E. **Enforcement**

It is the responsibility of each Department Head or Supervisor to communicate, monitor, and enforce the dress policy as it pertains to their department(s). This policy applies to all City of Rome employees.

F. **Communication/Questions**

If an employee feels that the dress requirements for their department are unreasonable, they are encouraged to use the open door policy of the Personnel Officer to communicate their feelings to management and attempt to reconcile, where appropriate, any differences that may exist.

G. **Grievance Process**

If an employee is disciplined as a result of their attire or objects to the limitations imposed upon them by their Supervisor and their differences cannot be reconciled by the Personnel Director, they may grieve their dispute, in writing, within five (5)

days from the time of the disciplinary action. For the limited purposes of this section only, the grievance shall proceed immediately to the Step II level of the grievance process.

ARTICLE 7. FIELD WORKER UNIFORM PROVISIONS

A. Applicable Departments

1. Codes
2. Animal Control
3. Public Works Departments

B. Uniform Allotment and Guidelines

1. New or existing permanent employees of the City of Rome, in the above-mentioned departments, will receive three (3) pairs of either "Dickies", "Dockers", "Carharts", or other acceptable pants, three (3) short sleeve and three (3) long sleeve shirts, and one (1) winter jacket during the first year of this contract; one (1) all-season jacket during the second year of this contract; and no jacket to be provided during the third year of this contract.
2. The City clothing allotment must be worn on the job and shall be worn for work only.
3. Each employee shall be responsible for keeping their uniforms clean and repaired at all times. Such uniforms shall be replaced with normal wear and tear. The City agrees that, at minimum, the uniform allotment of each employee covered by these provisions shall be reviewed every two (2) years, with new clothes issued where appropriate.
4. The type of materials to be used for the clothing allotment shall be decided upon by the City, with the understanding that the input and recommendations of the Union employees working in each of the department units will be taken into consideration.
5. All uniforms bearing the City of Rome insignia or patch with the City of Rome insignia shall be turned in at the time a replacement uniform is requested, or at the time of termination from the City employ, to their Immediate Supervisor.
6. Employees working in City Hall must follow the City Hall dress code during the non-construction season and during those days during the

construction season when the employee is required to work in City Hall.

7. All City employees working in the field shall be required to wear, for public display, a City of Rome photo I.D. or have the "City of Rome" insignia on their uniforms with alternative City identification. The employee shall not be responsible for lost photo I.D.'s if lost during the course of their job duties and functions.
8. Effective with calendar year 2013 and every year thereafter, the Employer will provide up to a maximum of seventy-five dollars (\$75.00) per year for the purchase of work boots or shoes to all field workers in 7.A. above to be used toward the purchase of work boots or shoes, payable upon submittal of a receipt of purchase by the employee. Employees in 7.A. above shall be required to wear the work boots or shoes at all times in a presentable condition.

ARTICLE 8. OVERTIME

- A. Compensatory time shall be granted to an employee for overtime worked, with the approval of his/her Department Head and with the Mayor's approval after the Department Head, at the earliest available time after the work occurred, but within the year accumulated, with the exception that they shall be allowed three (3) days compensatory time carry-over to the next year. Additional compensatory carry-over must be approved by the Mayor.
- B. Compensatory time accumulated over forty (40) hours will be paid down to forty (40) hours upon the request of the employee. Said payments shall be made in July and December of each year. No employee shall be permitted to carry-over more than five (5) days compensatory time to the next year. This provision shall not prejudice any outstanding grievance relating to the payment of compensatory time.
- C. Commencing January 1, 2007, employees who are paid based upon seven (7) actual hours of work per day and thirty-five (35) hours of actual work per week, shall accrue overtime wages and/or compensatory time at straight time (hour for hour) for any time actually worked between thirty-five (35) and forty (40) hours. Overtime or compensatory time shall only accrue based upon total hours worked per week. Commencing January 1, 2007, for the purposes of calculating time actually worked over thirty-five (35) hours, any personal or vacation time taken by the employee during the applicable pay period shall not count towards time worked.

- D. Commencing January 1, 2007, employees shall accrue overtime wages and/or compensatory time at time and one-half their hourly rate after actually working over forty (40) consecutive workweek hours. For purposes of calculating overtime or compensatory time, any personal or vacation time taken by the employee during the applicable pay period shall not count towards time worked.

E. Call-In

Any employee covered by this Agreement who is called into work shall receive a minimum of two (2) hours of compensatory time.

ARTICLE 9. STATUS

Except as otherwise stated in this Agreement, all rules and regulations of Section 4.5 of the Civil Service Law shall govern concerning employee's status, probationary terms, interdepartmental and inter-institutional promotions, transfers, temporary or provisional services, removal during probationary terms, and other sections of the above-mentioned rules and regulations.

The City shall furnish the Association President the name, item number, work location, and date of hire of all new employees. Such information is to be provided on a semi-annual basis. In addition, the City shall furnish the Association President a listing of employees whose employment with the City is terminated. Such information is also to be provided on a semi-annual basis.

ARTICLE 10. MANAGEMENT RESPONSIBILITIES

The normal functions of management and the direction of the working force including, but not limited to, the hiring of employees, the suspending, discharging, or otherwise disciplining of employees, the establishing of reasonable rules and regulations, the assigning of personnel and the scheduling of work, the determination of methods and means of operation, and the control and regulation and use of all equipment, are exclusive functions of the City subject to the provisions of this Agreement and the applicable State and Local laws.

ARTICLE 11. EMPLOYEE EVALUATIONS

- A. The purpose of employee evaluations shall be to evaluate employee performance. All evaluations shall be in writing on a standard evaluation form developed by the parties.
- B. An employee shall be presented with the standard evaluation form and these procedures during the employee's initial employment orientation. All new

employees must be informed of evaluations and sign off to the fact that they are informed.

- C. A newly hired employee shall be evaluated during their probationary period and annually thereafter.
- D. All employees shall be evaluated by their Immediate Supervisor on a yearly basis.
- E. All employees shall be rated on a scale of one to ten (1 to 10) with a written statement as to the reason for the rating.
- F. The employee's Immediate Supervisor shall meet with the employee at least twenty-four (24) hours prior to the evaluation to explain the objectives of the evaluation.
- G. Within five (5) working days after an evaluation, the Immediate Supervisor shall meet with the employee to review the evaluation report. The employee shall be given a copy of the evaluation report at least twenty-four (24) hours prior to said meeting. Should deficiencies be recorded in the performance of the employee, the employee shall be provided with specific reasonable written recommendations for improvement.
- H. All employees shall be allowed to place a response of reasonable length to anything contained within the evaluation report which such employee deems to be adverse. Such written response shall be attached to the evaluation report.
- I. An employee shall have the right to appeal an "Unsatisfactory Performance" rating, within fifteen (15) calendar days of receipt of the rating, to the City Appeals Board on forms provided by the City. A hearing on such appeal shall be conducted within sixty (60) days of receipt of the appeal.
- J. Appellants shall have the right to CSEA designated representation throughout the appeals process.
- K. The Appeals Board shall consist of a three (3) person panel to hear and decide upon appeals from ratings of "Unsatisfactory". The first member of the Appeals Board is to be appointed by the CSEA Union. The second member is to be appointed by the Employer. The third member will be a neutral party selected by the mutual agreement of the two appointed members. The City Appeals Board shall issue a written decision within thirty (30) calendar days after conducting a hearing on such appeal.

- L. There shall be only one official personal history folder maintained for any employee and it shall contain copies of personnel transactions, official correspondence with the employee, and written performance ratings concerning the employee.

ARTICLE 12. PERSONAL INDEMNIFICATION

The City shall hold its employees harmless against any and all claims, demands, suits, and any other forms of liability that may arise from, or by reason of, any action taken by the employee in the performance of his/her job duties. For purposes of this section, City responsibility for the defense of and liability for employee conduct shall apply only to actions of an employee taken within the scope of their job duties and responsibilities.

ARTICLE 13. HOLIDAYS

- A. The following holidays shall be observed as legal holidays and days off with pay during the years ~~2011, 2012, 2013, 2014, and 2015~~ 2016 and 2017 : Christmas Day, New Year's Day, Memorial Day, Independence Day, Election Day, Veteran's Day, Labor Day, Thanksgiving Day, all day Good Friday, President's Day, Columbus Day, the Friday following Thanksgiving Day, and Martin Luther King Day.

Effective November 1994, the Election Day holiday shall become a floating holiday which may be taken subject to the staffing levels of the department and upon reasonable notice to management.

Effective April 2003, the Good Friday holiday shall become a floating holiday which may be taken subject to the staffing levels of the department and upon reasonable notice to management.

If a holiday falls on Saturday, the holiday is observed on Friday; and if it falls on Sunday, the following Monday is a holiday with pay. All employees must work the day before and the day after a holiday unless properly excused.

- B. All regular full-time employees of the Frank Clark Water Filtration Facility shall be entitled to floating holidays and days off in those instances in which their work schedules coincide with the aforementioned recognized holidays as set forth in paragraph A. Such floating holidays must be taken during the fiscal year in which they are earned, and shall be scheduled by an employee only with the approval of the Department Head.

ARTICLE 14. PERSONAL LEAVE

Unless otherwise stated in this Agreement, and in conjunction with Article 19, herein, all full-time employees shall be entitled to five (5) personal leave days per contract year. Commencing upon the mutual ratification date of the 1994-1996 Agreement and continuing thereafter, all new hires shall accrue personal leave days at the rate of three (3) days per year until the completion of the third year. Thereafter, personal leave days shall be accrued at the rate of five (5) days per year. First year to be pro-rated as follows: If hired prior to May 1st – three (3) days, May 1st thru August 31st – two (2) days and after August 31st – one (1) day. For establishment of a year of service in computing total years worked, the August 31st date will be the governing factor. Therefore, a person hired on or prior to August 31st will count that initial year as a year of service for computing personal leave days until the completion of the third year.

These days may be used in increments of not less than one-quarter hour. If not used during any year, they are not accumulated, nor can they be added to annual leave time. They may, however, be added to accumulated sick leave. The employee must give at least twenty-four (24) hours' notice that he is taking a personal leave day, unless an emergency arises. A personal leave day shall not be withheld from the employee unless there is a bona fide reason.

In addition to the above referenced personal leave days and any other paid leave days provided in this Agreement, during the employee's twenty-first (21st) year of service, and each year thereafter, the employee will be entitled to one additional personal leave day.

Personal leave will be compensated to employees who retire, are totally disabled, or die at any time during the year.

ARTICLE 15. EXCUSED ABSENCES

The City will excuse an employee if absent because of a duly scheduled vacation, required compensated court appearance, Union business, death in the immediate family, bona fide illness, and conference. Said conference is subject to the approval of either the Mayor or the Common Council as has been past practice.

- A. The employee shall be granted three (3) days off work to attend the funeral of a member of the immediate family, providing the deceased is a mother, father, present mother-in-law, present father-in-law, step-parents, children, step-children, son-in-law, daughter-in-law, grandmother, grandfather, grandparents-in-law, spouse (including spouses by same-sex marriage), brother, sister, brother-in-law, or sister-in-law, live-in domestic partner,

aunt, or uncle. At the discretion of the Personnel Manager or designee, with a recommendation of the Department Head, and their written consent, an employee may be granted more than three (3) bereavement days, depending on the circumstances of the death.

- B. An employee claiming funeral leave authorized in subsection (A) above must attend the funeral of the deceased, or the claim will be disallowed.
- C. An employee who serves as the City Hall CSEA representative shall be granted up to five (5) days total per year for CSEA business.

ARTICLE 16. EDUCATION AND TRAINING

The City agrees to reimburse each employee for the opportunity to take outside educational courses relevant to their position and job duties with the City, subject to the following terms and conditions:

- a. Courses must be specifically job-related and taken to improve on-the-job performance;
- b. To be considered for reimbursement, the employee must first obtain written approval from his/her Department Head;
- c. The employee must acceptably complete such course with a grade of C+ or better or "Pass";
- d. The course or class taken must be given by a N.Y.S. Education Department accredited institution;
- e. No one employee may take more than two (2) courses annually;
- f. In the event an employee takes an approved educational course and the employee leaves City employment subsequent to completing the training, the employee shall reimburse the City as follows: if the employee leaves within one (1) year of completing the course, the employee must reimburse the City one hundred percent (100%) of all costs and expenses paid by the City; if the employee leaves between one (1) and two (2) years of completing the course, the employee shall reimburse the City fifty percent (50%) of all costs and expenses paid by the City;
- g. No course is to be taken during normal working hours; and
- h. Course approval or denial is a non-grievable issue.

ARTICLE 17. HOSPITALIZATION INSURANCE

- A. For regular full-time employees hired on or before December 31, 2006, the Employer will provide, at no cost to the employee, (provided however, that any new employee permanently employed after December 31, 1984 shall contribute 25% of the cost of the health plan) a single contract, with or without dependents, and a family contract providing full medical, surgical, and major medical benefits under the Blue Cross/Blue Shield Ultra Blue 17 and major medical expense program supplemental to Blue Cross and Blue Shield, with Vision Endorsement and Dental Endorsement (however, effective January 1, 1984, there shall be a one thousand two hundred fifty (\$1,250.00) dollar limitation on dental endorsement benefits for each member and for each of his/her dependents), hereinafter referred to as "Traditional Indemnity Plan". Benefit levels will not be reduced because of change in carrier.

The Traditional Indemnity Plan shall be deemed "closed" and any regular full-time employee hired by the City on or before said date shall be entitled to remain in the Traditional Indemnity Plan and receive such coverage and benefits provided thereunder. For employees who remain in the Traditional Indemnity Plan, it is expressly understood between the parties that the percentage contribution for which said employees are responsible shall be consistent with Article 17.A. above; however, the actual dollar amount of premiums associated with an employee's contribution for individual or family coverage, as the case may be, may increase according to market conditions and as per the City's normal policies and procedures.

The City is self-insured for purposes of hospitalization insurance and uses a third party administrator ("TPA") to administer and pay claims. For such time as the City is self-insured, the City may change third party administrators ("TPA") at its discretion upon providing fifteen (15) working days written notice to the Union.

- B. The Employer will provide, at no cost to the retiree (provided, however, that any new hires permanently employed after December 31, 1984, and who thereafter retires, shall contribute 25% of the cost of the health plan) medical, surgical and major medical benefits including Dental and Optical Endorsement (however, there shall be a one hundred (\$100.00) dollar deductible per current City plan, and there shall be a one thousand two hundred fifty (\$1,250.00) dollar limitation on dental endorsement benefits for each retiree and for each of his/her dependents). Upon the death of the retiree, the retiree's spouse may maintain said hospitalization program for himself/herself and for the retiree's dependents only upon payment of the full

cost therefore, and only so long as same is permitted by the insurer. If the retirees' spouse is also retired from the City of Rome, he/she will maintain the same insurance at the same cost as their spouse that has died.

- C. The Employer shall have the option to change health insurance carriers provided that all benefits of the new carrier are equal to or better than the benefits now being provided.
- D. For the Traditional Indemnity Plan, a fifteen-dollar (\$15.00) co-pay (with deductible) shall be applied for any brand name prescriptions filled. There shall be no co-pay under this section in the following circumstances: where prescriptions are filled with the generic equivalent; where there is no generic equivalent available; and/or where the physician has specified that the brand name prescription be "dispensed as written".
- E. For all new employees hired after January 1, 2003, the employee will contribute twenty percent (20%) of all covered medical expenses subject to a coinsurance provision which are incurred during each calendar year, up to a yearly maximum of two thousand dollars (\$2,000.00). After the yearly maximum is met, the Employer will pay one hundred percent (100%) of the covered medical costs for the remainder of the calendar year. New employees hired after January 1, 2003, will not be entitled to a lifetime coinsurance maximum.
- F. For any regular full-time employee hired on or after January 1, 2007, the Employer will provide employees with insurance, either for single or family coverage, providing full medical, surgical, and major medical coverage via a Preferred Provider Organization Plan ("PPO Plan"), which said Plan is more specifically described as BluePlan Option J, as same is administered through Blue Cross/Blue Shield. Refer to City of Rome PPO Plan for a Summary/Outline of insurance benefits including dental and vision coverage. The employee premium contribution shall be twenty-five percent (25%) of the cost of a single contract and/or a family contract, whichever the employee selects.
- G. Any regular full-time employee hired on or before December 31, 2006, receiving health benefits under the Traditional Indemnity Plan may opt-out of the Traditional Indemnity Plan during open enrollment periods and receive health insurance benefits under the PPO Plan. Any regular full-time employee who decides to opt-out of the Traditional Indemnity Plan shall receive a one-time lump sum cash payment of:

Single/Individual: One Thousand Two Hundred Fifty Dollars
(\$1,250.00)

Dependent/Family: Three Thousand Five Hundred Dollars (\$3,500.00)

which shall be paid within thirty (30) days of said written decision being filed with the Employer. Upon deciding to change from the Traditional Indemnity Plan to the PPO Plan, the employee may not opt back into the Traditional Indemnity Plan.

- H. Regardless of what plan a particular employee is in, the parties expressly agree that prescription medications may be purchased by an employee utilizing CanaRx or other similar mail order services. The Employer shall offer a cash incentive of not less than fifty dollars (\$50.00) for each 90 day supply the employee obtains from CanaRx. Upon filling the 90 day prescription, the employee shall receive the incentive.

ARTICLE 18. **WAIVER OF CITY OF ROME HEALTH INSURANCE BENEFITS**

The City will pay in a single payment on the first payday of December of each year of the contract period, a lump-sum payment to any active employee who would qualify for coverage under the applicable City health insurance plan (Traditional Indemnity or PPO), providing that the employee does not join the applicable Plan for which he or she may be entitled to join, or if previously covered, has, no later than December 31st, terminated the applicable coverage for the immediate subsequent year. The lump-sum payment will reflect the type of coverage the employee has opted to waive; individual or dependent/family. Waivers must be signed during the open enrollment period; during which period, any employee who has previously waived coverage, may re-enroll.

LUMP SUM PAYMENT SCHEDULE:

Individual/single: \$ 1,000.00 (one-thousand dollars)
Dependent/family: \$ 2,000.00 (two-thousand dollars)

Employees who, waived health insurance benefits from the City prior to the Effective Date of this Agreement, may, subsequent to the Effective Date hereof, elect to purchase health insurance benefits from and re-enroll in the City health insurance benefits program. In the event that any employee waiving health insurance benefits from the City elects to purchase health insurance benefits from the City on or before July 31, 2014, the employee shall be able to return to the health insurance plan he/she had been previously enrolled in and shall make premium contributions in accordance with Article 17. Employees who elect to re-enroll in and purchase health insurance benefits from the City after July 31, 2014, shall, upon re-enrollment, return to the plan provided to new hires and at the existing rate of contribution at the time of re-enrollment (PPO). To qualify for

insurance benefits at time of retirement, an employee must be part of the City's insurance program for a minimum of three (3) years or more in succession immediately prior to their date of retirement.

An employee's spouse, if employed by the City, cannot opt for coverage if employee chooses this option.

ARTICLE 19. VACATIONS

- A. Paid vacations for full-time employees covered by this contract shall be as follows:

FIRST YEAR	FIVE (5) WORKING DAYS, IF HIRED PRIOR TO MAY 1 ST ; TWO AND ONE HALF DAYS (2 ½) IF HIRED PRIOR TO SEPTEMBER 1 ST , BUT AFTER MAY 1 ST ; ONE (1) DAY, IF HIRED AFTER SEPTEMBER 1 ST
SECOND YEAR	FIVE (5) WORKING DAYS EACH YEAR
THIRD THROUGH FIFTH YEAR	TEN (10) WORKING DAYS EACH YEAR
SIXTH THROUGH FIFTEENTH YEAR	FIFTEEN (15) WORKING DAYS EACH YEAR
SIXTEENTH YEAR	SIXTEEN (16) WORKING DAYS EACH YEAR
SEVENTEENTH YEAR	SEVENTEEN (17) WORKING DAYS EACH YEAR
EIGHTEENTH YEAR	EIGHTEEN (18) WORKING DAYS EACH YEAR
NINETEENTH YEAR	NINETEEN (19) WORKING DAYS EACH YEAR
TWENTIETH YEAR	TWENTY (20) WORKING DAYS EACH YEAR

- B. For establishment of a year of service in computing total years worked, the September 1st date will be the governing factor. Therefore, a person hired prior to September 1st, will count that initial year as a year of service for computing vacation after the first two years.

- C. All years of service will be recognized. On termination for any other reasons than retirement, permanent disability, or death, the following schedule shall be adhered to, based on the calendar year:

Less than three (3) months	Zero (0) vacation days
Three (3) to six (6) months	Twenty percent (20%) vacation days
Six (6) to nine (9) months	Fifty percent (50%) vacation days
Over nine (9) months	One hundred percent (100%) vacation days

Full vacations will be compensated to employees who retire, are totally disabled, or die any time during the year.

- D. Vacations in excess of one (1) day shall be granted upon a minimum of twenty-four (24) hours' notice to the Employer. However, if the nature of the work makes it necessary to limit the number of employees on vacation at the same time, an employee with the greater seniority shall be given his/her choice of vacation periods in the event of any conflict over vacation periods. Seniority shall take place in the department in which the employee is employed.
- E. An employee desiring to take his vacation period immediately following January 1st of that year may do so by making appropriate application to the Department Head. Thus, vacation at this time may be taken only upon approval of the Department Head.
- F. If unearned vacation is taken and employee decides to terminate his/her employment, the amount equal to time will be deducted from his/her last pay.
- G. Vacation periods may be used in split periods by making application to the Department Head. However, no employee will be allowed to be absent from work, whether on vacation, compensatory time, or a combination of both for more than three (3) consecutive weeks without the express permission of the Mayor. Effective January 1, 1984, fifteen (15) working days may be carried from one year to the next; effective January 1, 1985, twenty (20) days may be carried from one year to the next. All vacation time shall be compensated at the time of termination at the employee's then current per diem rate to a maximum of forty (40) days.
- H. Vacation may be taken in increments of not less than one-quarter (1/4) hour.

ARTICLE 20. **SICK LEAVE**

- A. Full-time employees covered by this contract shall receive one and one half (1 ½) days sick leave for each month of service from date of employment. Sick leave shall be allowed to accumulate indefinitely, but shall be terminated at the separation of full-time employment. In addition, any unused personal leave shall be added to accumulated sick leave. All employees hired after the mutual ratification date of the 1994-1996 Agreement shall accrue sick leave days at the rate of one (1) day per month until the completion of the employee's third anniversary date. Thereafter, sick leave days shall be accrued at the rate of one and one half (1 1/2) sick days per month.
- B. However, in questionable circumstances, such as repetitive taking of sick leave before or after holidays, vacations, personal leave days, or pay days, an employee may be required to justify the sick leave of any length of time by providing a medical certificate. Further, a medical certificate shall be required for any sick leave observed beyond the third consecutive day of absence. Such documentation will be furnished to the Employer on or before the fourth day the absence is observed.
- C. **Workers' Compensation and Sick Leave:** If injured on the job, such that Workers' Compensation benefits are granted, the City will pay the difference out of said employee's accrued sick time bank or sick time donated pursuant to this Agreement between an authorized Workers' Compensation payment and salary if sick time has been accumulated. If no sick time has been accumulated, the employee will receive only those benefits authorized by the New York State Workers' Compensation Board.
- D. A maximum of six (6) sick days per year of the eighteen (18) yearly sick days may be used for illness within the immediate family. For the purpose of this section, immediate family shall be defined as: the employee's spouse (including spouses by same sex marriage), live-in domestic partner, child, step-children, grandchildren, parents, step-parents, mother-in-law, father-in-law, daughter-in-law, and son-in-law.
- E. All unused sick time shall be compensated, at the time of retirement, according to the following schedules:
 - 1. **Option 1:** Employees may use one hundred sixty-five (165) days of their unused sick leave towards Plan 41-J, only at the time of retirement. Any additional unused sick leave shall be compensated at a rate of thirty (\$30.00) dollars per day for each unused day.

2. Option 2: All unused sick leave shall be compensated, only at the time of retirement or death, at the rate of twenty (\$20.00) dollars per day for each unused day.
- F. All notices of discipline based solely on time and attendance (sick leave abuse), including tardiness, shall be subject to the grievance article.
- G. **Leave Donation**: The intent of the Leave Donation Program is to provide a means of assisting employees who, because of long-term personal illness, have exhausted their sick leave credits and would otherwise be subject to a severe loss of income during a continuing absence from work.
1. **Eligibility Criteria – Donors**

In order to donate sick leave credits, an employee must: (a) be employed with the City of Rome for a minimum of one year; (b) have a minimum sick leave balance of at least ten (10) days after making the donation; (c) donor identity is kept strictly confidential.
 2. **Eligibility Criteria – Recipients**

In order to receive donated sick leave credits, an employee must: (a) have exhausted all sick leave credits, vacation time, and personal time before seeking sick leave donations of time from other employees; (b) be absent due to a non-occupational personal illness or disability for which medical documentation satisfactory to the Employer is submitted, as required; (c) be employed by the City for a minimum of one year.
 3. There is no limit on the number of times an eligible donor may make donations. Donated credits, not used by recipients, are returned to the donor.
 4. There is no maximum number of days which a recipient employee may accept provided, however, that donated credits cannot be used to extend employment beyond the point it would otherwise end by operation of law, rule, or regulation. There is no maximum number of donors from whom an eligible employee may accept donations.
 5. An employee's continuing eligibility to participate in this program must be reviewed by the City at least every thirty (30) days based on current standards as to what constitutes satisfactory medical documentation.

6. Donations may be solicited by the recipient employee, by co-workers on his or her behalf, or by local Union representatives.
7. Employer is responsible for verifying medical documentation, reviewing eligibility requirements, approving and processing donations, confirming employee acceptance of donations, and transferring credits.
8. Subject to any limitations hereinabove, eligible employees shall be allowed to donate sick leave credits to eligible City of Rome employees in other City of Rome bargaining units.

ARTICLE 21. JURY DUTY

An employee subpoenaed for jury duty, whether or not he/she actually serves as a juror, shall receive his/her regular pay, less the amount of any sums, not including mileage, received as a jury fee. If an employee is subpoenaed for jury duty but is excused or does not have to appear on a certain day, the employee will be required to work during that period of time at his/her regular occupation with the City of Rome.

ARTICLE 22. LIFE INSURANCE

All members may be covered by an eight thousand (\$8,000.00) dollar Life Insurance Policy. The cost of which shall be shared equally by the employee and the Employer, with coverage of four thousand (\$4,000.00) dollars for spouse and one thousand (\$1,000.00) dollars for each dependent; all retired members (whether currently retired or retired on or after January 1, 1984) may be covered by a four thousand (\$4,000.00) dollar Life Insurance Policy, the cost of which shall be shared equally by the retiree and the Employer, with coverage of two thousand (\$2,000.00) dollars for spouse and one thousand (\$1,000.00) dollars for each dependent. The parties agree to negotiate any changes to the current life insurance system in the future.

ARTICLE 23. PERSONNEL FILES

Upon request and at reasonable intervals of time, an employee shall be permitted to examine his/her official personnel file. There shall be only one such official file for each employee.

No disciplinary and evaluation material shall be placed in the file unless the employee has had an opportunity to read the material and affix his/her signature to the actual copy to be filed with the understanding that such signature merely

signifies that the employee has read the material to be filed and does not necessarily indicate agreement with its contents.

The employee shall have the right to answer any material filed, and his/her answer shall be attached to the filed copy.

ARTICLE 24. **GRIEVANCE PROCEDURE AND DISCIPLINARY PROCEDURE**

- A. Any grievance involving the application or interpretation of this Agreement shall be settled in the following manner and within the time period specified or it will be considered to have been abandoned with the understanding that if the City representative should fail to render a decision within the time limit provided in each step of the grievance procedure, the grievance shall be automatically processed at the next step of the procedure. An employee shall not be coerced, intimidated or suffer any reprisals either directly or indirectly that may adversely affect his/her hours, wages, or working conditions as a result of the exercise of his/her rights under this Article. A Union member shall be entitled to representation by CSEA throughout the grievance procedure.

STEP I.

The employee or CSEA shall present the grievance, in writing, to the employee's Immediate Supervisor not more than thirty (30) calendar days after the date on which the grievance occurred. The Immediate Supervisor shall reply, in writing, to the employee within five (5) working days.

STEP II.

In the event that the Immediate Supervisor's reply is unsatisfactory, a request may be made, within five (5) working days of the receipt of the reply, for a hearing before the Mayor or his designee (in the event the absence of the Mayor is for the entire five (5) day period, the Director of Personnel or City Treasurer shall act as Hearing Officer). Such hearing will be held within ten (10) working days and the reply will be given within five (5) working days of the date of the hearing. Where no mutually agreeable solution is arrived at this Step through a hearing with the Mayor, or as a result of the Mayor's failure to reply to the grievance, the employee may then, within five (5) working days, request that the matter go to Step III.

STEP III. APPELLATE STAGE

- a. In the event the employee or Association wishes to appeal the decision reached at Step II, a Notice of Intent to Arbitrate shall be presented to the Mayor via personal service or by certified mail within five (5) days of receipt of the Step II decision. The employee or Association shall, within ten (10) days of the personal service or date of mailing of the Notice of Intent to Arbitrate, file a Demand for Arbitration requesting the Public Employment Relations Board to furnish a list of arbitrators in accordance with their procedures, and such filing shall be a condition precedent to pursuing the arbitration. Unless a valid motion to stay the arbitration is made pursuant to the provisions of state law, the two parties shall comply with these procedures in the selection of an arbitrator. The arbitrator shall hear the appeal of both parties and render a decision within a thirty (30) day period.
 - b. Costs, fees, or expenses for arbitration proceedings will be borne by the losing party.
- B. Discipline for incompetency or misconduct shall be subject to the grievance Article. The burden of proof shall rest upon the Employer. The employee and the CSEA Unit President shall be sent all notices of discipline by personal service or regular mail and shall contain the specific alleged acts and conduct including reference to dates, times, and places. The employee also has the right to refuse to sign a resignation, and if coerced or denied representation, said resignation shall be null and void.

Civilian unit employees of the Police and Fire Departments shall be subject to all rules, regulations and/or accreditation standards of the respective departments; however, any discipline imposed for a violation of such rules, regulations, or standards shall be subject to the grievance procedure contained herein.

ARTICLE 25. PENSION PLAN

- A. Employees who are members of 75(g) of the New York State Retirement System are:
- 1st Tier – Those persons who last became members on or before June 30, 1973.
 - 2nd Tier – Those persons who last became members on or after July 1, 1973.
 - 3rd Tier – Those persons who last became members on or after July 1, 1976.
 - 4th Tier – Those persons who last became members on or after September 1, 1983.
 - 5th Tier – Those persons who last became members on or after January 1, 2010.

6th Tier – Those persons who last became members after April 1, 2012.

The parties agree to implement Plan 41-j for all Tiers, up to the maximums provided by the New York State Retirement and Social Security Law, upon ratification by both parties and then as soon as practical.

B. **Retirement Incentive**

Upon ratification of this Agreement, the City shall make a retirement incentive available to any regular full-time employee who is or becomes eligible for full New York State Retirement System benefits according to the following schedule:

First year of full eligibility:	Six thousand dollars (\$6,000.00)
Second year of full eligibility:	Five thousand dollars (\$5,000.00)
Third year of full eligibility:	Four thousand dollars (\$4,000.00)

For purposes of this section, it is expressly understood that the incentive permitted hereunder may be paid to any regular full-time employee who, at the time this Agreement is ratified, is eligible for full New York State Retirement System benefits regardless of age and/or total number of years of service. If such an employee retires within one year of execution of this Agreement by both parties, said employee would be entitled to be paid the incentive otherwise applicable at the first year of full eligibility (i.e., \$6,000.00).

ARTICLE 26. PAY INCREASES

A.	January 1, 2011	0%
	January 1, 2012	0%
	January 1, 2013	1.75% (retroactive to 01/01/2013)
	January 1, 2014	1.75%
	January 1, 2015	1.75%
	January 1, 2016	1.75%
	January 1, 2017	2.00%

All due increments will be honored.

Employees who are promoted to a position in a higher pay grade will receive a rate, effective the pay period following the date of promotion, which is determined as follows:

1. If the employee's rate on his/her former job is equal to any step rate in the new job grade, he/she will be paid a rate in the new pay grade in the City's sole discretion but in no event less than one full step above his/her former rate, not to exceed the maximum rate in the new pay grade.
2. If the employee's rate on his/her former job falls between two step rates in the new pay grade, he/she will be paid a rate in the City's sole discretion but in no event less than one full step above the higher of said two step rates and not to exceed the maximum rate of the new pay grade.

B. Shift Differential

A shift differential premium of fifty cents (\$0.50) per hour shall be paid to all employees covered by this Agreement working an afternoon or night shift, Monday through Friday. The shift differential premium shall not be applied when overtime pay is received.

A shift differential premium of seventy-five cents (\$0.75) per hour shall be paid to all employees covered by this Agreement working on Saturday or Sunday. The shift differential premium shall not be applied when overtime pay is received.

ARTICLE 27. LONGEVITY

Commencing January 1, 2010, longevity benefits for full-time unit employees shall be as follows:

Fifth year	\$550.00
Ten years	\$850.00
Fifteen years	\$950.00
Twenty years	\$1,050.00

Payment shall be made on the first payday in December of the calendar year in which the anniversary date of the employee falls, and such payment shall be made for the entire year, and shall be paid in a separate check. Longevity benefits will be compensated to full-time employees who retire, are totally disabled, or die at any time during the year. The longevity benefit will be paid to full-time employees who resign from service or leave due to layoff, so long as their anniversary date has passed.

ARTICLE 28. PARKING

All employees who drive regularly to City Hall shall be entitled to two hundred thirty dollars (\$230.00) per year to be used for parking costs (vouchered), effective January 1, 2001.

ARTICLE 29. MILEAGE

Mileage for City use of private cars shall be the cents per mile permitted for Income Tax deductions by the Federal Internal Revenue Service as of January 1st of each year. The rate as set each January 1st shall prevail for that complete calendar year.

ARTICLE 30. PROMOTIONAL EXAMINATION

Department Heads shall try to fill vacancies by use of promotional exams whenever feasible. The promotional exams shall be regulated by the Civil Service Law. If promotional exams are not feasible then vacancies will be filled by use of the Civil Service Law.

Provisional and Temporary Appointments – Whenever possible, provisional and temporary appointments to jobs within the bargaining unit (except in the case of Department Heads), shall be offered to qualified persons of the bargaining unit. For promotions, the City will select one of the top three (3) bargaining unit employees with the most seniority. Any promotions in non-competitive or labor class positions will be filled by the use of strict seniority within the bargaining unit. If there is not a qualified member of the bargaining unit accepting, the City may fill the vacancy from outside, free from criticism.

ARTICLE 31. JOB POSTING

A notice of any permanent vacancy shall be posted on the appropriate bulletin boards for at least five (5) working days prior to filling such vacancy.

The notice will contain the following information:

1. Classification Title
2. Salary or wage rate
3. Department in which the vacancy exists
4. Work site
5. Shift
6. A brief description of the qualifications and functions

The City will post all promotional opportunities so that employees may have an opportunity to apply for such positions.

A copy of all vacancy and promotional notices shall be given to the Association President as soon as practicable prior to the posting of such notices.

ARTICLE 32. LEAVE OF ABSENCE

Full-time employees who work part of the year and are on a leave of absence for the remainder of the year, shall receive pro-rata sick and vacation time credit for time worked. Employees shall not accumulate credit time for longevity while on a leave of absence.

A. Application for Leave

1. Any request for a leave of absence shall be submitted by the employee to his/her Immediate Supervisor. The request must state the reason for the leave of absence and the exact or approximate length of the leave.
2. Authorization for a leave of absence shall be furnished to the employee by the Mayor of the City of Rome, or his designee, in his or her discretion and such authorization shall be done within a time period not exceeding ten (10) working days.
3. A request for a short leave of absence, not exceeding one (1) month, shall be answered within ten (10) working days. A request for leave of absence exceeding one (1) month shall be answered in ten (10) working days.
4. Except where required by State or Federal Law, a leave of absence will not be granted until the employee has worked a full, consecutive twelve (12) month period.
5. With the exception of any leave of absence required by State or Federal law, the Mayor has the right to reduce or deny any leave of absence that exceeds one (1) or more months in duration if the length of absence may interfere with or cause undo interruption to departmental operations.
6. Where such a leave of absence is authorized and observed, the employee shall be responsible for the full payment of his or her health and life insurance premiums and shall not accrue any sick, personal, vacation leave, or longevity during the period, unless said leave is

pursuant to the Family Medical Leave Act ("FMLA"), which, in that case, the applicable provisions of the FMLA shall be followed.

B. Maternity/Paternity Leave

An employee who becomes pregnant or if the spouse of an employee becomes pregnant, or if an employee adopts a child, the employee may take up to a six (6) month leave of absence, without pay, for the first such pregnancy or adoption, and up to a three (3) month unpaid leave of absence for any subsequent pregnancy or adoption. An employee who takes such a leave of absence shall continue to accrue seniority and medical benefits, but holidays, vacations, and other similar benefits shall be pro-rated in accordance with the term of the leave.

C. Cancer Screening Leave

Each employee shall be granted two (2) hours of paid special leave on a calendar year basis. Said special leave can be used solely for the employee to have a mammogram or other exam or screening designed to detect breast cancer or for the employee to have an exam or screening designed to detect prostate cancer. Said special leave shall be provided to an employee upon receipt of a written verification from the medical provider that said examination has occurred. Said special leave shall be in addition to any other paid or unpaid leave set forth in the Collective Bargaining Agreement. If not used during any year, said special leave shall expire and not be cumulative.

ARTICLE 33. CIVIC DUTY

Employees subpoenaed to appear before a Court on any matter not related to their work, and in which they are not personally involved as a plaintiff or defendant, shall be granted such leave, with pay, for the period necessary.

ARTICLE 34. GENERAL PROVISIONS

The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, race, color, creed, sexual orientation, religion, national origin, or political affiliation.

ARTICLE 35. TAYLOR LAW

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE

ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

ARTICLE 36. **CONTRACT DURATION**

- A. This contract is firm and binding for ~~five one~~ (51) years becoming effective January 1, 201~~4~~6 and continuing in force throughout until December 31, 20157.
- B. In the event that an impasse is declared and the above mentioned date has passed, all provisions of this contract shall automatically stay in effect.

ARTICLE 37. **ENTIRE AGREEMENT**

This constitutes the entire Agreement between the parties. The parties hereto expressly agree that if any of the provisions of this contract are in conflict with State or Federal law or rules and regulations, the laws or the rules and regulations shall apply. This shall not prevent the rest of this contract from continuing on in full force and effect.

ARTICLE 38. **DISTRIBUTION OF CONTRACT**

CSEA agrees to print and provide, within a reasonable period of time, a free contract to all unit employees upon ratification and approval of this Agreement. CSEA also agrees to provide the Employer with free copies of the contract.

ARTICLE 39. **DRUG AND ALCOHOL TESTING POLICY**

A new Drug and Alcohol Policy and Procedures was negotiated and agreed upon by CSEA and the City of Rome in 1996. An addendum to said Drug and Alcohol Policy and Procedures was negotiated and agreed upon by CSEA and the City of Rome on November 19, 2002. Said agreement and addendum will be provided as a supplement to this Agreement by separate document.

ARTICLE 40. **SAFETY DEVICES**

- A. The City shall implement safety devices for those employees working second and third shifts at the Water Filtration Plant and Sewage Treatment Plant to notify appropriate authorities of emergency situations.
- B. The Employer remains committed to providing and maintaining safe working conditions and to initiating and maintaining operating practices that will safeguard employees in an effort to eliminate the potential of on-the-job injury/illness and resulting in Workers' Compensation claims.

The City and CSEA will cooperate in the identification of safety hazards, will work mutually toward their elimination or control, and strive to insure compliance with safety guidelines and policies established in the interest of providing a safe and healthy workplace.

- C. Employees who are directly exposed to toxic substances, as a result of an accident, incident, or a discovery previously undetected by the Employer, shall have the opportunity to be medically screened, as appropriate, at the Employer's expense.
- D. It is incumbent on the Employer to identify substances used by employees or to which employees are exposed within the workplace. Where a substance is identified as being toxic, prior to any clean-up or removal of the substance, the City will determine the nature of the substance, and the safe and recommended method of working with the substance including the appropriate personal protective equipment necessary when working with the identified substance.
- E. Personal protective equipment designed to protect the employee from potential hazard or injury to the head, eye and face, ear, respiratory system, torso, arm, hand and/or fingers, or foot, toe and/or leg, which is officially required by a department for use by employees, shall be supplied by the Employer.
- F. The Employer agrees to restrict, insofar as possible, the scheduling of routine outdoor maintenance work where the ambient temperature is zero degrees or below.

Additionally, the necessity of scheduling routine outdoor maintenance work during periods of extreme wind chill or extreme heat should be carefully evaluated to avoid exposure of employees to the possibility of frost-bite or to possible heat exhaustion, respectively.

Where such work does occur, supervisors and employees should be made aware of the impact of working under such conditions and employees should be informed as to how to protect themselves from the effects of exposure.

- G. Employees who are issued personal protection equipment shall be required to wear said equipment when required by his or her Supervisor.

ARTICLE 41. OUT-OF-TITLE PAY

- A. The following out-of-title provision shall apply to all employees as provided herein in lieu of the procedure specified in New York State Civil Service Law Section 61. This entire out-of-title provision shall apply to all persons currently subject to Section 61 of the Civil Service Law and, in addition, shall apply to any permanent non-competitive employees and to permanent labor class employees.
- B. No person shall be employed under any title not appropriate to the duties set forth in his or her job description except under a written assignment for out-of-title work from his or her Supervisor during the continuance of a temporary emergency situation.
- C. The term "temporary emergency" shall mean a non-recurring and irregular situation or circumstance of limited, short term duration which might impair the City's goals, interfere with the proper discharge of its responsibilities, or present a clear danger to persons or property. The first five (5) days of any vacation or sick leave, which may necessitate out-of-title work, shall not be considered a "temporary emergency" for the purpose of compensation for out-of-title work.
- D. No credit shall be granted in a promotional examination for out-of-title work.
- E. Employees assigned to out-of-title work, in accordance with this provision, shall be covered by Article 11 of the Collective Bargaining Agreement for all out-of-title work performed.
- F. When an employee is assigned to perform the duties of another job title, the employee shall be paid at a higher pay grade for all hours worked in that position. The higher pay grade shall be determined in a manner consistent with the determination of new pay grades upon promotions.
- G. The authority granted by this provision shall not be abused to avoid filling the positions as outlined in Article 31 of the Collective Bargaining Agreement.
- H. Whenever practicable and consistent with program needs, out-of-title assignments shall be based on seniority.
- I. Any dispute which may arise concerning the application, meaning, interpretation, or claimed violation of a specific term or provision of this Agreement is subject to the grievance procedure of the Collective Bargaining Agreement. In the event a monetary award is issued by an arbitrator, the

City shall make every effort to pay the affected employee within a reasonable period of time after the matter has been finalized.

- J. In no event shall an employee be assigned to perform out-of-title work in a position which requires a license that an employee does not possess.

ARTICLE 42. USE OF CITY VEHICLES

The parties agree that the following members of CSEA may use City vehicles during non-work hours for the limited purpose of commuting between said employee's respective job locations and said employee's residences: City Electrician; City Dog Warden, when on call; City Assistant Dog Warden, when on call; and Maintenance Man at Kessinger Dam. The following employees during the time period of March to November, who, for purposes of Rome Code of Ordinances, §2-238, are members of the City's Engineering Department: Engineer II; Engineer I; Engineer Technician; and Public Works Inspector. The parties agree that, upon amendment to Rome Code, §2-238 of the Rome Code of Ordinances, the following positions may also have use of City vehicles during non-work hours as provided in this Agreement: Superintendent of Public Works; Assistant Superintendent of Public Works; and Working Supervisor. Other than the Maintenance Man at Kessinger Dam, no CSEA member may use a City vehicle to commute to his or her residence if situated outside the boundaries of the City of Rome.

ARTICLE 43. NO SMOKING IN CITY HALL

The parties agree that any prior or existing indoor smoking accommodations within City Hall shall cease and that smoking will not be permitted anywhere within City Hall. However, smoking will be permitted anywhere outside of City Hall provided that such smoking does not interfere with the public's access to City Hall and that any discarded smoking materials be placed in appropriate receptacles supplied by the City of Rome.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the day and year first above written.

THE CITY OF ROME, NEW YORK

BY: _____
Joseph R. Fusco, Jr., Mayor

**THE CIVIL SERVICE EMPLOYEES ASSOCIATION, INC.
LOCAL 1000 AFSCME, AFL-CIO**

BY: _____
~~Terri Hoffmann~~ Robert Riley, Labor Relations Specialist

BY: _____
~~Joseph Guiliano~~ Diane Samuels, Unit President

BY: _____
~~Rick Kenealy~~ Filippo Impicciatore, Team Member

BY: _____
Diane Kelly, Team Member

BY: _____
~~Denise Golden~~ Edward Seelig Sr., Team Member

Pursuant to Section 171 of the City Charter, I hereby certify that the City Officer who enacted the subject contract on behalf of the City of Rome had authority and power to so act and that such contract is in proper form and properly executed.

Timothy A. Benedict, Esq.
Corporation Counsel

**CSEA CONTRACT
REVISED PAY GRADES
2006 – 2010**

**BASE GRADES
2006-2010**

(An "A" after the pay grade denotes that the applicable position is based on an eight (8) hour work day.) (Waste Water = Sewer)

91A	Telephone Operator P/T
91	Police Dispatcher Clerk Telephone Operator
93	Typist
94	Account Clerk Account Clerk - Typist Computer Operator
95	Reservoir Attendant
96	Assistant Dog Warden Deputy Registrar of Vital Statistics
97	Insurance & Benefits Clerk Senior Clerk Senior Typist Tax Clerk
98A	Account Clerk in Department of Public Works
100	Retirement and Payroll Specialist Senior Account Clerk - Typist Senior Account Clerk
101A	Senior Clerk in Public Works Senior Clerk in Water Distribution
101	Grounds Maintenance Worker Water Fixture Inspector
102	Recreation Specialist

APPENDIX A

	Draftsman Sign Maintenance Worker Animal Control Officer Registrar of Vital Statistics
103	Assessment Clerk Community Relations Coordinator Data Collector Housing Coordinator Payroll Coordinator
104	Hourly Parking Attendant
104A	Water Treatment Plant Operator Trainee
104	Administrative Aide Engineering Technician Housing Project Manager Senior Tax Clerk
105A	Operations Coordinator
106A	Mechanical Stores Clerk
106	Planning Assistant
107A	Fire Equipment Mechanic Senior Automotive Mechanic Fire Department Supervisor, Division of Maintenance Mechanic
107	Senior Computer Operator
108	Buyer Finance Clerk Fire Prevention Inspector Neighborhood Improvement Project Manager
109A	Water Treatment Plant Operator - Type "A" Plant
109	Signal Electrician Electrician in Water Pollution Control PC Specialist Junior Water Pollution Control Operator
110	Water and Sewer Maintenance Foreman

APPENDIX A

- 111 Senior Activities Program Coordinator
Deputy Assistant Purchasing Agent
Senior Draftsman
Principal Account Clerk
- 112 Community Development Specialist
Housing Inspector
Assessor's Aide
- 113 Engineer I
Executive Assistant to Public Works Commissioner
Parking Authority Supervisor
Waste Water (Sewer) Treatment Plant Operator - Type "A" Plant
- 114A Electrical Technician
Water Supply Maintenance Supervisor
- 114 Planner
Recreation Supervisor
Planning Administrator
Personnel Assistant
- 115 City Accountant
Housing & Commercial Rehabilitation Manager
Purchasing Agent
Forester
Property Management Specialist
- 116A Labor Foreman
Equipment Service Manager
- 116 Water and Waste Water Supervisor
Park Maintenance Supervisor
Assistant Building Inspector
Senior Planner
- 117 Waste Water (Sewer) Treatment Plant Shift Operator - Type "4A"
Plant
- 118 Payroll Manager
Deputy Director of Recreation & Parks
Electric Maintenance Supervisor
Plumbing Inspector
- 120 Public Works Inspector

APPENDIX A

121A	Working Supervisor
121	Chief Water Treatment Plant Operator - Type "A" Plant Deputy Code Enforcement Officer
122 Plant	Chief Waste Water (Sewer) Treatment Plant Operator - Type "4A"
124	Business Development Coordinator Community Development Coordinator Deputy Director of Community Development
125	Signal Supervisor
127A	Assistant Superintendent of Public Works Superintendent of Water and Sewer Superintendent of Streets
129A	Superintendent of Public Works
129	Director of Information Services Building Inspector Engineer II Municipal Planning Director
132	Deputy Director of Planning & Community Development
133	Senior Engineer
135	Director of Parks and Recreation
140	Water and Waste Water Superintendent
143	City Engineer

APPENDIX B

PAY SCALE January 1, 2016

GRADE	MIN STEP	1ST STEP	2ND STEP	3RD STEP	4TH STEP	5TH STEP	6TH STEP	7TH STEP
85	\$22,836	\$23,543	\$24,271	\$25,229	\$26,235	\$27,285	\$28,385	\$29,533
86	\$23,283	\$24,004	\$24,745	\$25,727	\$26,754	\$27,828	\$28,951	\$30,126
87	\$23,738	\$24,474	\$25,229	\$26,235	\$27,285	\$28,385	\$29,533	\$30,735
88	\$24,207	\$24,956	\$25,727	\$26,754	\$27,828	\$28,951	\$30,126	\$31,355
89	\$24,685	\$25,450	\$26,235	\$27,285	\$28,385	\$29,533	\$30,735	\$31,991
90	\$25,172	\$25,951	\$26,754	\$27,828	\$28,951	\$30,126	\$31,355	\$32,642
91	\$25,675	\$26,468	\$27,285	\$28,385	\$29,533	\$30,735	\$31,991	\$33,305
92	\$26,184	\$26,993	\$27,828	\$28,951	\$30,126	\$31,355	\$32,642	\$33,963
93	\$26,708	\$27,534	\$28,385	\$29,533	\$30,735	\$31,991	\$33,305	\$34,678
94	\$27,241	\$28,084	\$28,951	\$30,126	\$31,355	\$32,642	\$33,983	\$35,389
95	\$27,787	\$28,648	\$29,533	\$30,735	\$31,991	\$33,305	\$34,678	\$36,115
96	\$28,346	\$29,221	\$30,126	\$31,355	\$32,642	\$33,983	\$35,389	\$36,860
97	\$28,918	\$29,812	\$30,735	\$31,991	\$33,305	\$34,678	\$36,115	\$37,618
98	\$29,504	\$30,415	\$31,355	\$32,642	\$33,983	\$35,389	\$36,860	\$38,395
99	\$30,102	\$31,033	\$31,991	\$33,305	\$34,678	\$36,115	\$37,618	\$39,169
100	\$30,713	\$31,662	\$32,642	\$33,983	\$35,389	\$36,860	\$38,395	\$40,004
101	\$31,337	\$32,306	\$33,305	\$34,678	\$36,115	\$37,618	\$39,169	\$40,832
102	\$31,973	\$32,964	\$33,983	\$35,389	\$36,860	\$38,395	\$40,004	\$41,683
103	\$32,629	\$33,640	\$34,678	\$36,115	\$37,618	\$39,169	\$40,832	\$42,551
104	\$33,297	\$34,326	\$35,389	\$36,860	\$38,395	\$40,004	\$41,683	\$43,438
105	\$33,983	\$35,033	\$36,115	\$37,618	\$39,169	\$40,832	\$42,551	\$44,348
106	\$34,681	\$35,754	\$36,860	\$38,395	\$40,004	\$41,683	\$43,438	\$45,279
107	\$35,396	\$36,491	\$37,618	\$39,169	\$40,832	\$42,551	\$44,348	\$46,231
108	\$36,126	\$37,245	\$38,395	\$40,004	\$41,683	\$43,438	\$45,279	\$47,203
109	\$36,875	\$38,016	\$39,169	\$40,832	\$42,551	\$44,348	\$46,231	\$48,198
110	\$37,639	\$38,803	\$40,004	\$41,683	\$43,438	\$45,279	\$47,203	\$49,213
111	\$38,418	\$39,606	\$40,832	\$42,551	\$44,348	\$46,231	\$48,198	\$50,253
112	\$39,220	\$40,430	\$41,683	\$43,438	\$45,279	\$47,203	\$49,213	\$51,315
113	\$40,036	\$41,274	\$42,551	\$44,348	\$46,231	\$48,198	\$50,253	\$52,402
114	\$40,872	\$42,134	\$43,438	\$45,279	\$47,203	\$49,213	\$51,315	\$53,514
115	\$41,726	\$43,017	\$44,348	\$46,231	\$48,198	\$50,253	\$52,402	\$54,648
116	\$42,603	\$43,920	\$45,279	\$47,203	\$49,213	\$51,315	\$53,514	\$55,810
117	\$43,497	\$44,843	\$46,231	\$48,198	\$50,253	\$52,401	\$54,648	\$56,996
118	\$44,413	\$45,786	\$47,203	\$49,213	\$51,315	\$53,514	\$55,810	\$58,212
119	\$45,350	\$46,752	\$48,198	\$50,253	\$52,402	\$54,648	\$56,996	\$59,456

APPENDIX B

PAY SCALE January 1, 2016

GRADE	MIN	1ST	2ND	3RD	4TH	5TH	6TH	7TH
	STEP	STEP	STEP	STEP	STEP	STEP	STEP	STEP
120	\$46,305	\$47,737	\$49,213	\$51,315	\$53,514	\$55,810	\$58,212	\$60,723
121	\$47,284	\$48,746	\$50,253	\$52,401	\$54,648	\$56,996	\$59,456	\$62,024
122	\$48,283	\$49,776	\$51,315	\$53,514	\$55,810	\$58,213	\$60,723	\$63,352
123	\$49,303	\$50,828	\$52,402	\$54,648	\$56,996	\$59,456	\$62,024	\$64,711
124	\$50,351	\$51,907	\$53,514	\$55,810	\$58,213	\$60,723	\$63,352	\$66,106
125	\$51,419	\$53,010	\$54,649	\$56,996	\$59,456	\$62,024	\$64,711	\$67,523
126	\$52,511	\$54,135	\$55,810	\$58,213	\$60,723	\$63,352	\$66,106	\$68,973
127	\$53,629	\$55,287	\$56,996	\$59,456	\$62,024	\$64,711	\$67,522	\$70,462
128	\$54,771	\$56,465	\$58,213	\$60,723	\$63,352	\$66,106	\$68,973	\$71,980
129	\$55,941	\$57,671	\$59,456	\$62,024	\$64,711	\$67,523	\$70,462	\$73,534
130	\$57,135	\$58,900	\$60,723	\$63,352	\$66,106	\$68,973	\$71,980	\$75,121
131	\$58,360	\$60,163	\$62,024	\$64,711	\$67,522	\$70,462	\$73,534	\$76,745
132	\$59,609	\$61,452	\$63,352	\$66,106	\$68,973	\$71,980	\$75,121	\$78,403
133	\$60,886	\$62,770	\$64,711	\$67,522	\$70,462	\$73,534	\$76,745	\$80,101
134	\$62,200	\$64,124	\$66,106	\$68,973	\$71,980	\$75,121	\$78,403	\$81,838
135	\$63,532	\$65,497	\$67,522	\$70,462	\$73,534	\$76,745	\$80,101	\$83,613
136	\$64,898	\$66,905	\$69,973	\$71,980	\$75,121	\$78,403	\$81,838	\$85,429
137	\$66,296	\$68,346	\$70,462	\$73,534	\$76,745	\$80,101	\$83,613	\$87,285
138	\$67,726	\$69,821	\$71,980	\$75,121	\$78,403	\$81,838	\$85,429	\$89,187
139	\$69,186	\$71,328	\$73,534	\$76,745	\$80,101	\$83,613	\$87,285	\$91,128
140	\$70,682	\$72,869	\$75,121	\$78,403	\$81,838	\$85,429	\$89,187	\$93,114
141	\$72,210	\$74,442	\$76,745	\$80,101	\$83,613	\$87,285	\$91,128	\$95,144
142	\$73,771	\$76,050	\$78,403	\$81,838	\$85,429	\$89,187	\$93,114	\$97,221
143	\$75,366	\$77,696	\$80,101	\$83,613	\$87,285	\$91,128	\$95,144	\$99,345

APPENDIX C**PAY SCALE**
January 1, 2017

GRADE	MIN	1ST	2ND	3RD	4TH	5TH	6TH	7TH
	STEP	STEP	STEP	STEP	STEP	STEP	STEP	STEP
85	\$23,293	\$24,014	\$24,756	\$25,734	\$26,760	\$27,831	\$28,953	\$30,124
86	\$23,749	\$24,484	\$25,240	\$26,242	\$27,289	\$28,385	\$29,530	\$30,729
87	\$24,213	\$24,963	\$25,734	\$26,760	\$27,831	\$28,953	\$30,124	\$31,350
88	\$24,691	\$25,455	\$26,242	\$27,289	\$28,385	\$29,530	\$30,729	\$31,982
89	\$25,179	\$25,959	\$26,760	\$27,831	\$28,953	\$30,124	\$31,350	\$32,631
90	\$25,675	\$26,470	\$27,289	\$28,385	\$29,530	\$30,729	\$31,982	\$33,295
91	\$26,189	\$26,997	\$27,831	\$28,953	\$30,124	\$31,350	\$32,631	\$33,971
92	\$26,708	\$27,533	\$28,385	\$29,530	\$30,729	\$31,962	\$33,295	\$34,663
93	\$27,242	\$28,085	\$28,953	\$30,124	\$31,350	\$32,631	\$33,971	\$35,372
94	\$27,786	\$28,646	\$29,530	\$30,729	\$31,982	\$33,295	\$34,663	\$36,097
95	\$28,343	\$29,221	\$30,124	\$31,350	\$32,631	\$33,971	\$35,372	\$36,837
96	\$28,913	\$29,805	\$30,729	\$31,982	\$33,295	\$34,663	\$36,097	\$37,597
97	\$29,496	\$30,408	\$31,350	\$32,631	\$33,971	\$35,372	\$36,837	\$38,370
98	\$30,094	\$31,023	\$31,982	\$33,295	\$34,663	\$36,097	\$37,597	\$39,163
99	\$30,704	\$31,654	\$32,631	\$33,971	\$35,372	\$36,837	\$38,370	\$39,973
100	\$31,327	\$32,295	\$33,295	\$34,663	\$36,097	\$37,597	\$39,163	\$40,804
101	\$31,964	\$32,952	\$33,971	\$35,372	\$36,837	\$38,370	\$39,973	\$41,649
102	\$32,612	\$33,623	\$34,663	\$36,097	\$37,597	\$39,163	\$40,804	\$42,517
103	\$33,282	\$34,313	\$35,372	\$36,837	\$38,370	\$39,973	\$41,649	\$43,402
104	\$33,963	\$35,013	\$36,097	\$37,597	\$39,163	\$40,804	\$42,517	\$44,307
105	\$34,663	\$35,734	\$36,837	\$38,370	\$39,973	\$41,649	\$43,402	\$45,235
106	\$35,375	\$36,469	\$37,597	\$39,163	\$40,804	\$42,517	\$44,307	\$46,185
107	\$36,104	\$37,221	\$38,370	\$39,973	\$41,649	\$43,402	\$45,235	\$47,156
108	\$36,849	\$37,990	\$39,163	\$40,804	\$42,517	\$44,307	\$46,185	\$48,147
109	\$37,613	\$38,776	\$39,973	\$41,649	\$43,402	\$45,235	\$47,156	\$49,162
110	\$38,392	\$39,579	\$40,804	\$42,517	\$44,307	\$46,185	\$48,147	\$50,197
111	\$39,186	\$40,398	\$41,649	\$43,402	\$45,235	\$47,156	\$49,162	\$51,258
112	\$40,004	\$41,239	\$42,517	\$44,307	\$46,185	\$48,147	\$50,197	\$52,341
113	\$40,837	\$42,099	\$43,402	\$45,235	\$47,156	\$49,162	\$51,258	\$53,450
114	\$41,689	\$42,977	\$44,307	\$46,185	\$48,147	\$50,197	\$52,341	\$54,584
115	\$42,561	\$43,877	\$45,235	\$47,156	\$49,162	\$51,258	\$53,450	\$55,741
116	\$43,455	\$44,798	\$46,185	\$48,147	\$50,197	\$52,341	\$54,584	\$56,926
117	\$44,367	\$45,740	\$47,156	\$49,162	\$51,258	\$53,449	\$55,741	\$58,136
118	\$45,301	\$46,702	\$48,147	\$50,197	\$52,341	\$54,584	\$56,926	\$59,376
119	\$46,257	\$47,687	\$49,162	\$51,258	\$53,450	\$55,741	\$58,136	\$60,645

APPENDIX C**PAY SCALE**
January 1, 2017

GRADE	MIN	1ST	2ND	3RD	4TH	5TH	6TH	7TH
	STEP	STEP	STEP	STEP	STEP	STEP	STEP	STEP
120	\$47,231	\$48,692	\$50,197	\$52,341	\$54,584	\$56,926	\$59,376	\$61,937
121	\$48,230	\$49,721	\$51,258	\$53,449	\$55,741	\$58,136	\$60,645	\$63,264
122	\$49,249	\$50,772	\$52,341	\$54,584	\$56,926	\$59,377	\$61,937	\$64,619
123	\$50,289	\$51,845	\$53,450	\$55,741	\$58,136	\$60,645	\$63,264	\$66,005
124	\$51,358	\$52,945	\$54,584	\$56,926	\$59,377	\$61,937	\$64,619	\$67,429
125	\$52,447	\$54,070	\$55,741	\$58,136	\$60,645	\$63,264	\$66,005	\$68,873
126	\$53,561	\$55,218	\$56,926	\$59,377	\$61,937	\$64,619	\$67,428	\$70,352
127	\$54,702	\$56,393	\$58,136	\$60,645	\$63,264	\$66,005	\$69,872	\$71,871
128	\$55,866	\$57,594	\$59,377	\$61,937	\$64,619	\$67,429	\$70,352	\$73,420
129	\$57,060	\$58,824	\$60,645	\$63,264	\$66,005	\$68,873	\$71,871	\$75,005
130	\$58,278	\$60,078	\$61,937	\$64,619	\$67,428	\$70,352	\$73,420	\$76,623
131	\$59,527	\$61,366	\$63,264	\$66,005	\$68,872	\$71,871	\$75,005	\$78,280
132	\$60,801	\$62,681	\$64,619	\$67,428	\$70,352	\$73,420	\$76,623	\$79,971
133	\$62,104	\$64,025	\$66,005	\$68,872	\$71,871	\$75,005	\$78,280	\$81,703
134	\$63,444	\$65,406	\$67,428	\$70,352	\$73,420	\$76,623	\$79,971	\$83,475
135	\$64,803	\$66,807	\$68,972	\$71,871	\$75,005	\$78,280	\$81,703	\$85,285
136	\$66,196	\$68,243	\$70,352	\$73,420	\$76,623	\$79,971	\$83,475	\$87,138
137	\$67,622	\$69,713	\$71,871	\$75,005	\$78,280	\$81,703	\$85,285	\$89,031
138	\$69,081	\$71,217	\$73,420	\$76,623	\$79,971	\$83,475	\$87,138	\$90,971
139	\$70,570	\$72,755	\$75,005	\$78,280	\$81,703	\$85,285	\$89,031	\$92,951
140	\$72,096	\$74,326	\$76,623	\$79,971	\$83,475	\$87,138	\$90,971	\$94,976
141	\$73,654	\$75,931	\$78,280	\$81,703	\$85,285	\$89,031	\$92,951	\$97,047
142	\$75,246	\$77,571	\$79,971	\$83,475	\$87,138	\$90,971	\$94,976	\$99,165
143	\$76,873	\$79,250	\$81,703	\$85,285	\$89,031	\$92,951	\$97,047	\$101,332

PAGES TO BE ATTACHED for PRINTING

1. ARTICLE D INSURANCE – CITY OF ROME GROUP HEALTH PLAN

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2. CITY OF ROME GROUP HEALTH PLAN PPO OPTION

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3. CITY OF ROME GROUP HEALTH PLAN – PPO OPTION AMENDMENT 1
EFFECTIVE January 1, 2013

4. CITY OF ROME GROUP HEALTH PLAN – PPO OPTION COVERAGE SUMMARY

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